

Employment Training Panel



Contractor's Guide

Multiple Employer Contract

July 2004

Table of Contents

SECTION

Introduction	i
---------------------------	----------

Part 1 - Contract Development

The Application/Contract Development Process	1
---	----------

Terms and Conditions (06/04).....	2
--	----------

Training Plan.....	3
---------------------------	----------

- ETP Minimum Wage Rates
- Trainee Eligibility
- Contractor Background, Need for Training, Supplemental, Turnover
- Training Plan and Employer (in-kind) Contribution
- Variable Reimbursement Plan

Curriculum	4
-------------------------	----------

- Training Methods
- Types of Training
- Limitations and Exclusions
- Class Size
- Advanced Technology
- Curriculum Samples

Subagreements & Ancillary Information.....	5
---	----------

- Subagreements and Subcontractor List (ETP 100D)
- Agency Agreement
- Union Support
- Waivers and Special Program Information

Special Programs	6
-------------------------------	----------

- High Unemployment Areas (HUA)/Working Poor
- Special Employment Training (SET)

ETP Reimbursement	7
--------------------------------	----------

- Fixed Fee Rate Table
- Progress Payments
- Alternate Reimbursement Rates
- Adjustments to Funding

Table of Contents

(continued)

SECTION

Contractor and Employer Eligibility 8

- Employer Eligibility/California Employer Account Number (CEAN)
- Regulation 4416 Out-of-State Competition
- Certification Statement (ETP 100E) and Appendix for Retraining
- Certification Statement (ETP 100F) for New Hire and SET
- Core Participating Employer List (ETP 100B)
- Board Resolution (ETP 115)
- Consortium Accord

Application Template.....9

Part II - Contract Administration

The Monitoring Process10

Administration & Training Documentation11

- Authorization Signatures (ETP 80)
- Training Schedule
- Documentation of Class/Lab training hours
- Documentation of Computer-Based Training (CBT) hours
- Tracking Trainee's Progress
- Audits

ETP Online System.....12

- Trainee Authorization for Online Enrollment (ETP 104)
- ETP Online Processes
 - Certification
 - Certification Statement (CS)
 - Enrollment
 - Drop
 - Progress Payment
 - Final Payment

Amendments and Modifications.....13

Appeal Procedure.....14

Introduction

Part I (Sections 1 – 9)

Contract Development

This portion of the Guide is designed to assist you, the prospective Contractor, in applying for an ETP contract. The contract, or Agreement, is the means by which ETP funds are provided to conduct a training program. The Guide contains an overview of the documentation required to successfully apply for funding and negotiate an Agreement. The ETP Analyst will leave the Guide with you as a reference tool, and will work with you until your application is accepted and your training proposal is approved.

You may secure additional copies of the Guide from the Internet at www.etp.ca.gov. Go to The ETP Process (left hand side); Guides (right hand side); and Multiple Employer Guide. The Multiple Employer Application Template in SECTION 9 is available in a Word format following the Multiple Employer Guide on the Internet. If for some reason you are unable to print the Template from the Internet, your Analyst will provide it to you on a disk or by e-mail. Be sure to print the Guide and Application Template suitable for your Company.

Part II (Sections 10 – 14)

Contract Administration

This portion of the Guide has been prepared to assist you, the ETP Contractor, to manage and administer your training project once your Agreement has been approved. An ETP Analyst will be assigned to provide on-going technical assistance and monitor the Agreement for compliance. The Guide provides a concise overview of ETP's project management process, requirements, and procedures, and supplements the information and assistance provided by the ETP Analyst.

The local ETP Field Office Manager will address any issues that arise during the contract development or monitoring processes. Any issues that cannot be resolved at the field office level may be referred to the Assistant Director in writing. This procedure is not meant to circumvent the Panel's appeal procedure.

Part I

Contract

Development

The Application/Contract Development Process

This portion of the Guide is designed to help you through the application and contract development process, from the first ETP visit to your facility until you receive the official notification that you may begin training. By following these instructions, you will be able to complete the documentation that ETP needs to prepare a draft training contract for Panel consideration.

The application is comprised of several parts: Application Cover Sheet (ETP 004); Application Checklist (ETP 005); your company/organization background history; an explanation of the need for training; a training plan; a curriculum; subagreements, union letters; and other miscellaneous data pertinent to your specific program.

The application does not need to be furnished at the site visit. However, to ultimately complete all required sections, you must first identify your business needs and goals, and develop a plan for training that will help achieve those goals. During the site visit, the ETP Analyst will discuss your particular business objectives, the methods you have chosen to address them, and offer suggestions for refining the training plan. The Analyst can also assist you in completing the application paperwork. Once you have completed your application and provided all required information, your Analyst will use it to prepare a draft contract to submit to the Panel.

ETP's enabling Legislation and Regulations, as well as monthly application submission deadlines, are available on the website.

ETP applications, agreements, certifications, and all related and supporting documents become part of the public record.

2

Terms and Conditions

The Terms and Conditions included in this section become the first part of your ETP Agreement. Certain provisions (as indicated) are only used for certain types of contracts.

THIS IS A LEGAL DOCUMENT THAT THE CONTRACTOR MUST AGREE TO AND SIGN. IT IS IMPORTANT THAT A PERSON IN AUTHORITY, OR LEGAL STAFF, REVIEW THESE TERMS AND CONDITIONS TO BE SURE THAT ALL PROVISIONS ARE UNDERSTOOD AND ACCEPTABLE. IF YOU HAVE ANY QUESTIONS OR CONCERNS, CONTACT YOUR ETP CONTRACT ANALYST IMMEDIATELY.

The Agreement signatory must be present at the Panel meeting. If this is not possible, an alternate representative who has signatory authority must be present at the meeting with written authorization from the signatory.

APPLICATION:

Provide the name, title, address, telephone number, and fax number of the Agreement signatory, the person who is authorized to sign the Agreement on the Contractor's behalf.

EMPLOYMENT TRAINING PANEL AGREEMENT
(ET100 0604 Rev)

Terms and Conditions

1. Term: This training Agreement is entered into by the Employment Training Panel ("ETP") and **(Insert company/entity's legal name)** ("Contractor"). The term is _____ through _____ (Term). The parties intend to utilize public funding to assist the Contractor in conducting a job training project for eligible trainees in accordance with the Training Plan, Exhibit A; Curriculum, Exhibit B, Subcontracts, Exhibit C.
2. Payments:
 - a. ETP shall pay Contractor no more than \$ _____. This amount shall be earned upon the completion of all performance requirements within the Agreement term as indicated in paragraph 1., above. Progress payments for partial performance under Paragraph 2(c) shall not be deemed earned. Reimbursement shall be earned for no more than the number of trainees to be retained as listed by job number and only as specified in Exhibit A, Chart 1, Summary (hereafter, Chart 1).

(For Multiple-employer Retraining Contracts Only)

- a.1 All training under this Agreement is employer mandated unless otherwise specified as voluntary, non-compensable training as defined in Section 46.6.5 of the 2002 California Division of Labor Standards Enforcement, Enforcement Policies and Interpretation Manual. Contractor agrees that if retraining under this Agreement is mandated by a participating employer for its employees that each trainee for whom training is mandated by that participating employer will be compensated for all time spent in the retraining. ETP will not reimburse Contractor for uncompensated time spent in ETP-funded employer-mandated retraining.
- b. Each trainee should complete 100% of the required class/lab and videoconference training hours. The Panel will not reimburse the Contractor for a trainee who does not complete a minimum 80% of the required class/lab and videoconference training. One hundred percent of reimbursement for class/lab and videoconference training for all trainees shall be earned only if Contractor's records show training hours were delivered to enable each trainee to attend 100 % of required training hours. However, if Contractor's records do not substantiate these training hours were delivered, then Contractor will be reimbursed according to the highest percentage of training that has been substantiated as delivered to at least one trainee.

(For CBT Training)

For projects with computer-based training (CBT), each trainee should complete 100% of each CBT course. The Panel will not reimburse the Contractor for a trainee who does not complete a minimum 80% of required CBT hours. Reimbursement for each completed CBT course shall be for the standard number of hours to complete the course and is contingent upon certification of trainee competency at completion of training.

(For Variable Reimbursement)

Reimbursement for class/lab and videoconference training for trainees in job numbers **(insert job numbers that will utilize variable reimbursement method)** will be based

on the total actual number of training hours completed by training delivery method for each trainee, up to the maximum specified in Chart 1, providing the minimum and no more than the maximum hours are met.

For computer-based training, each trainee must complete 100% of each CBT course and achieve competency in course. Reimbursement shall be for the standard number of hours to complete the course, providing the minimum and no more than the maximum number of training hours identified on Chart 1 are met.

- c. Contractor may invoice ETP as each trainee reaches qualifying benchmarks and may receive unearned progress payments for cash flow purposes as indicated in Chart 1 Summary columns 10 through 13. All progress payments are earned only after the training and employment retention are completed and the Contractor completes all other requirements of this Agreement.

(For Variable Reimbursement)

For job numbers utilizing variable reimbursement method, progress payments will be made by ETP at enrollment (P1); at completion of training (P2); and, at completion of the post-training retention period (F). The progress payment at enrollment will be made at the time of completion by each trainee of 8 hours of training and will amount to 25% of the average cost per trainee for each job number. Unearned progress payments may not exceed 75% of the amount available for reimbursement based on the number of trainees enrolled and the maximum number to be retained for this Agreement. No job number changes will be allowed for trainees originally enrolled in a job using variable reimbursement.

- d. Contractor shall submit invoices and necessary statistical data to ETP in a form and manner prescribed by ETP. The Contractor may submit a job number closeout invoice once all trainees in the job number have completed training, are certified competent if CBT is part of the training plan, and have been hired or retained in the job for the retention period specified herein. The Contractor shall submit the Final Fiscal Invoice to ETP within 30 days after the ending date of the Agreement.
- e. Trainee Authorization: Contractor must have an ETP 104AUTH form on file for each trainee enrolled, providing ETP permission to access trainees' confidential Unemployment Insurance information and employer reported wage data from the EDD. Any funds invoiced and issued for a trainee who has not agreed to the terms specified in the ETP 104AUTH form must be returned to ETP as unearned monies, with any applicable interest.
- f. Payment provisions recited in this Agreement are valid and enforceable only if sufficient funds are made available by the Budget Act of the relevant fiscal years for the purposes of implementing the ETP program. In addition, this Agreement is subject to any additional restriction, limitations or conditions enacted by the Legislature which may affect the provisions, terms, or funding of this contract in any manner.

Contractor understands that this Agreement is incrementally encumbered in that only a percentage of the total Agreement amount is available for payment during this fiscal year.

Contractor acknowledges that total funding of this Agreement is subject to both sufficient continued Budget Act appropriations to ETP in this fiscal year and ensuing years and also the availability to ETP of other ETP funds designated for training projects. In the event that sufficient funds are not appropriated by the Legislature, or reimbursements specified in the Budget Act are not realized, or are otherwise not available from the Employment

Training Fund to fully fund this Agreement, ETP's liability for payment will be limited to available funds. To the extent funds are available, payment shall be determined by the reimbursement rates of this Agreement and shall be limited to the actual hours of training received by specific trainees in the training program at the time that the Contractor receives written notice from ETP that funds are unavailable to fully fund the Agreement in the amount set forth in Paragraph 2(a).

(For Turnover Issues)

- g. Turnover Rate: Contractor shall earn the final 25% progress payment for each trainee only if Contractor achieves an average turnover rate of ___% or less for the last 12 months of the Agreement. A report of the turnover rate shall be submitted with the final Agreement closeout invoice.

(For Multiple-Employer New Hire Training)

- h. Multiple Employer Agreement With New-hire Trainees: Reimbursement shall be earned for new-hire trainees who are placed with ETP eligible employers. Employers must be subject to Unemployment Insurance (U.I.) Fund contributions under the tax rate method. Employers that finance unemployment benefits by an alternate method are eligible to participate in this Agreement only for the purpose of incidental placement of new-hire trainees, as specified in Exhibit A; VII. Trainee Retention Requirements, A.1. Placements with temporary agencies are subject to the restrictions of Title 22, California Code of Regulations, Section 4427.

(For Multiple-Employer Retraining)

- i. Multiple Employer Agreement With Retraintees: The Contractor shall be reimbursed for 70% of the cost per trainee specified in Chart 1, Column 8 for retrainees employed by a business that has previously benefited directly or indirectly from ETP-funded training. This 30% employer substantial contribution shall be applicable only if the participating employer has benefited from ETP-funded retraining, under at least two prior Panel Agreements in the amount of \$250,000 or more at the same facility, and if the business has 101 or more full-time employees. The employer's participation in previous ETP-funded retraining must have been within five years from the start date of training of this Agreement to the end term date of the previously applicable ETP Agreement. The Contractor must have an approved retraining certification form on file for each participating employer, prior to the start of training for a participating employer.

The Contractor shall be reimbursed for 50% of the per trainee cost specified in Chart 1, Column 8 for retrainees employed by a business that has had a substantial contribution applied in a previous Agreement.

- j. Overpayment: Reimbursements earned by the Contractor according to the performance specified under the Agreement shall be used to offset any outstanding financial liabilities owed to ETP under previous ETP Agreement(s). This provision shall remain in force until the monies owed to ETP, plus interest, have been fully repaid.

3. Subcontracts:

- a. Contractor may subcontract for training or administrative services. No third party relationship is intended or created between any subcontractor and ETP.

- b. Contractor agrees that all subcontracts under this Agreement will contain, in addition to all necessary terms and conditions between the Contractor and subcontractor, the information and assurances set forth in Exhibit C.
 - c. The Contractor shall have in place subagreements signed by both the Contractor and subcontractors for any work to be performed under this Agreement prior to the effective date of the subagreement. The Contractor shall notify ETP in writing of any such subagreement for work prior to the commencement of the term of the subagreement. The notification shall include the name of the subcontractor, the address, the telephone number, the representative's name and title, a description of the services, and the cost of the services. This information shall be identified on the Subcontractor List, ETP 100D. No work under this Agreement which is to be performed by a subcontractor may commence until ETP has been notified as required herein. Notice should be received by ETP before the commencement of the subagreement term by the subcontractor. For out-of-state vendors, notice must be received by ETP no later than 7 working days before the commencement of the subagreement term.
 - d. Contractor agrees to maintain all subcontracts for work performed under this Agreement. The ETP shall, from time to time, monitor subagreements to assure compliance with this provision. ETP reserves the right to require the Contractor to submit any and all subagreements or copies thereof to ETP at its central office for review and approval or monitoring.
 - e. The parties agree that the failure of the Contractor to abide by this provision would be a substantial breach of this Agreement and may result in the termination of this Agreement.
4. Administration: Contractor is directly responsible for the training and administration delivered under the Agreement. The total cost of project administration may not exceed 15 percent of allowable training costs for retraining and 25 percent for new-hire training.

(For Variable Reimbursement)

Due to the variable reimbursement method utilized in this Agreement, Contractor is required to use the ETP Internet class/lab tracking system (which includes videoconference and CBT tracking) for all job numbers in the Agreement.

5. Performance:
- a.1. Contractor shall ensure that ETP or its representative, including the Bureau of State Audits, has the right during normal business hours to (1) examine, reproduce, monitor and audit accounting source payroll documents, and all other records, books, papers, documents or other evidence directly related to the performance of this Agreement by the Contractor, including any subcontract and (2) freely observe and monitor all performance, including interview trainees. Records must be retained within the control of the primary Contractor and be available for review at the Contractor's place of business within the State of California. This right will terminate no sooner than four (4) years from the date of termination of the Agreement or three (3) years from the date of the last payment by ETP to the Contractor, or three (3) years from the date of resolution of appeals, audits, claims, exceptions, or litigation, whichever is later.
 - a.2. ETP may audit this Agreement at anytime up to four years following the end of the term of this Agreement. Audits will be performed in accordance with generally accepted Government Auditing Standards (GAGAS), which include sampling of available records.

- b. Contractor shall submit all information and data required for implementation and performance of the training project in a form and manner prescribed by the Panel throughout the term of the Agreement.
- c. ETP shall inform Contractor in writing if performance by Contractor is not satisfactory and may, at its discretion, suspend any payment and/or performance, including training, under the Agreement or terminate the Agreement as provided herein.
- d. ETP may terminate for cause with at least thirty (30) days written notice to the Contractor; except, if ETP has evidence of fraud, it may terminate immediately. The Contractor may terminate at will upon written notice to ETP. Contractor's notice of termination shall be delivered in person or by deposit in the United States mail, addressed to the ETP signatory of this Agreement and shall be deemed to have been given at the time of personal delivery or on the date of deposit in the United States mail as evidenced by the postmark date of the notice.
- e. If Contractor relocates or consolidates the California facility at which training was provided (or the job for which training was provided) with a facility (or a job) located outside California within three years of the Agreement termination, Contractor shall return, at ETP's discretion, all money earned under this Agreement as provided in Paragraph 2.
- f. Training and the employment retention period for each trainee must be completed within the term of the Agreement. The term of this Agreement may not exceed 24 months after the Effective Date of this Agreement.
- g. The ETP130 Panel memo which was considered by the Panel in approving this proposal is hereby incorporated by reference into this Agreement.
- h. Contractor agrees that during ETP-funded training hours, trainees will not produce products or provide services which will ultimately be sold.

(For All Projects Except SET Small Business Owner)

- i. No senior level managers or executive staff who set company policy are included in ETP-funded training under this Agreement.

(For Literacy Training)

- j. If literacy training is provided, a signed statement on Contractor's letterhead must be on file with the Contractor certifying that a formal literacy assessment has been administered and the number of literacy training hours in the Agreement is consistent with the results of the assessment.

(For All Multiple-Employer projects)

- k. Contractor will ensure each trainee has: (1) an individual copy of all necessary printed training materials for the ETP-funded training classes; and (2) if a computer is an integral part of the training, individual access to and use of a computer and necessary software used during the ETP-funded training class. All training materials, computers, and software used during ETP-funded training classes must be sufficiently current to provide trainees with skills currently utilized in the industry for which trainees are being trained.

(For Multiple-Employer Center-Based Retraining)

- I. Contractor shall conduct formal assessments of the training needs of individual participating employers or group of employers in a specific industry and design curricula based on these assessments. Formal assessments must be kept on file with the Contractor and be available for ETP review prior to the start of training for a participating employer.

(For Multiple-Employer New Hire Training)

- m. One of the Contractor's essential duties under this Agreement, in addition to providing training, is to provide each trainee a job with an ETP-eligible employer. Furthermore, Contractor will also provide trainees with classes in resume writing and interviewing techniques.
6. Unearned Funds: All unearned monies shall be returned to ETP with statutory interest computed from the first day of the month following the date the funds are received. If the Contractor petitions for bankruptcy, ETP shall be listed and scheduled as a creditor.
7. Indemnification: Contractor shall indemnify, defend, and hold harmless ETP, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all Contractors, subcontractors, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Contractor during the term of this Agreement.
8. Governing Rules: This Agreement shall be governed by the laws of the State of California. Contractor shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Contractor acknowledges it has received a copy of and has reviewed applicable ETP enabling legislation, regulations and the ETP Contractor's Guide.
9. Other Funds: Contractor shall notify ETP in writing promptly of other government-funded training program(s) used to support the training under this Agreement. All other funds provided by any governmental entity in whatever form shall be used to reduce the training costs herein. No fee of any kind shall be required of any trainee except as may be provided under law.

(For Single Employers)

- a. Supplemental Training: Contractor certifies to the need for training and that ETP-funded training supplements, rather than displaces, Contractor's ongoing investment in the training of its workers.

(For Multiple-Employers a. and b.)

- a. Supplemental Training: Contractor certifies to the need for training, and that the terms and provisions of the supplemental nature of training are explained to all participating employers prior to the start of training for that employer. Specifically, the ETP-funded training provided under this Agreement is to supplement, rather than displace, funds available through existing programs conducted by employers and other government-funded training programs. The ETP training shall be supplemental to that on-going training already provided by individual employers in the normal course of business, and would not occur in the form and manner provided under this Agreement without ETP funds. The funded training shall not replace, parallel, supplant, compete with, or duplicate

in any way already existing, approved apprenticeship programs.

- b. Maximum Contractor Charge To Participating Employers: Contractor will not charge participating employers an amount which exceeds the amount referenced in Exhibit A, II. Contractor Profile, (D). Contractor certifies that this charge is solely for ETP-related training costs that do not duplicate costs reimbursed by ETP. No training costs shall be passed on to any trainee whose training is funded by ETP.
10. Promotional Material: Any material used to promote this training project or the use of the ETP name or logo must be approved by ETP before its use.
11. Use Of ETP Funds: Pursuant to the provisions of Government Code Sections 16645, et. seq., Contractor certifies that it will not use ETP funds during the term of the Agreement to assist, promote, or deter union organizing. If Contractor does make expenditures to assist, promote, or deter union organizing, Contractor must keep records sufficient to show that no ETP funds were used to assist, promote, or deter union organizing. These records are to be made available to the California Attorney General upon request. Contractor further assures that it will comply with the provisions of Government Code Sections 16645, et. seq., as applicable. The recordkeeping requirements contained in this provision do not apply to any ETP Agreements under \$50,000 with a public Contractor. The certification and recordkeeping requirements contained in this provision do not apply to any ETP Agreements under \$10,000 with a private Contractor.
12. National Labor Relations Board (NLRB): Pursuant to Public Contract Code Section 10296, by executing the Agreement, Contractor swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. ETP may rescind any contract in which the Contractor falsely swears to the truth of the statement required by this section.
13. Americans With Disabilities Act: Contractor assures that it shall comply with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 1201 *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
14. Drug Free Workplace: Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 *et seq.*) and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations;
 - b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 1. The dangers of drug abuse in the workplace;
 2. The person's or organization's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation and employee assistance programs; and
 4. Penalties that may be imposed upon employees for drug abuse violations.

- c. Every employee who works on the Agreement:
1. Will receive a copy of the company's drug-free policy statement; and
 2. Will agree to abide by the terms of the company's statement as a condition of employment on the Agreement.
15. **Nondiscrimination**: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 *et seq.*) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Contractor shall include the nondiscrimination and compliance provisions of this subparagraph in all subcontracts to perform work under this Agreement.
16. All notices/correspondence shall be mailed or faxed to Contractor's Contact Representative identified below. A copy of Notice of Termination shall be sent to Contractor's Contact Representative (original Notice of Termination sent to Contractor's signatory to this Agreement). The Contractor's Contact Representative for this Agreement shall be:

Job Title:

Name of Company:

Mailing address (including city, state, and zip code):

Telephone Number:

Fax:

E-mail Address:

17. Entire Agreement: This Agreement shall not be assigned or in any manner transferred to any other party, including a bona fide purchaser for value, without the prior written approval of ETP. This Agreement may be amended in writing by mutual agreement of the parties. This is the entire Agreement between the parties and it supersedes any other understanding or writing made between them related to this matter.

APPROVED FOR ETP

APPROVED FOR CONTRACTOR

Peter G. DeMauro, Acting Executive Director

Type Name and Title

Type Name and Title

Signature

Date

Signature

Date

1100 J Street, 4th Floor

Address

Address

Sacramento,

CA

95814

City

State

Zip

City

State

Zip

(916) 327-5246

Telephone

(916) 327-5270

FAX

Telephone

FAX

Amount To Be Encumbered	Item	Chapter	Statute	Fiscal Year
\$	7100-001-0514		2004	2004-2005
\$	7100-001-0514		2006	2006-2007
Fund	Object & Code			
Employment Training Panel	96875-03930-936			
	96877-03930-936			
I hereby certify that budgeted funds are available for the period and purpose of the expenditure stated above.				
Signature of Accounting Officer			Date	
I hereby certify that the Agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS. CAL ATTY. GEN. 586 is exempt from review or approval of the Department of General Services and the Department of Finance.				
Signature on Behalf of the Agency			Date	

3

Training Plan

General Contract Information

1. The term of an ETP Agreement can be written for a maximum of 24 months, and must include all training and retention periods. The delivery of training cannot exceed 21 months.
2. All trainees must be full-time, permanent employees working at least 35 hours per week.
3. The Agreement is 100% performance based, which means that reimbursement is **earned** when a trainee completes all training hours in the appropriate curriculum; completes a 90-day or other applicable retention period; and meets the ETP minimum wage requirement.
4. Trainees must meet minimum ETP wage requirements by program (standard ETP, SET, HUA).
5. ETP funding is not retroactive. Funding is only for training that is provided within the term dates of an approved Agreement.

Developing Your Training Plan

To prepare for a successful training program, use these guidelines to create a training plan. In ETP's experience, the more closely Contractors have followed these procedures, the more successful their training programs have been.

1. Meet with and survey supervisors and managers to discuss and plan the details of a potential formal training program.
2. Assess training needs and request funding for training that is supported by the assessment. Be realistic in what you can accomplish in the training period.
3. Identify the training subjects that are critical to your current goals.
4. Identify and approach any potential trainers, either external or internal, to discuss the delivery of training.
5. Determine the amount of time each week that your employees can spend in training classes without disrupting production needs.
6. Determine the best days of the week to schedule training.
7. Determine the best time of day to schedule training.
8. Consider what would happen to the ETP training program if the company were to receive a large, unexpected order requiring immediate, significant production increases during training.
9. Determine how you will administer the project, who will supervise and who will be responsible for the documentation.

Training Plan (continued):

REQUIRED MINIMUM WAGE RATES FOR YEAR 2004

COUNTIES	NEW HIRE MINIMUM WAGE	RETRAINEE MINIMUM WAGE
Alameda, Contra Costa, Los Angeles, Marin, Orange, San Francisco, San Mateo, Santa Clara	\$10.15	\$12.17
Sacramento	\$10.02	\$12.02
San Diego	\$9.68	\$11.61
Ventura	\$9.41	\$11.29
All Other Counties	\$9.13	\$11.16

If needed, calculation of the minimum wage may include the dollar value of voluntary, employer-paid health benefits (medical, dental, vision).

Certain reportable wages other than a basic per hour compensation may be used to calculate employees' minimum wages (e.g. commissions, bonuses, lodging and meals)

Trainee Eligibility

Retrainee: A retrainee is an individual who has been employed full-time by Contractor or a participating employer:

- For a minimum of 90 days as of the start date of that individual's training; or
- For less than 90 days with their current employer, and had been employed for at least an average of 20 hours per week for at least 90 days by an ETP eligible employer(s) during the 180 day period preceding their hire date with their current employer; and the 90 days of prior employment may be non-consecutive and may also be completed with multiple employers; or
- Has been employed for less than 90 days at the start of training and prior to the current employment has (1) established a UI claim in this state and has been determined eligible for UI benefits, or (2) has exhausted UI benefits from this state within the preceding 24 months; or (3) has received a notice of layoff from the last employer.

New Hire: A new hire is a person who, prior to the start of training or employment:

- Has established an Unemployment Insurance (UI) claim in this State and has been determined eligible for UI by the Employment Development Department (EDD). (Eligibility for UI may be based upon a combination of federal and California wages but must include some California UI related wages); or
- Has exhausted UI benefits from this State within the preceding twenty-four (24) months; or
- Had received, at the time of hire, a notice of layoff from the prior employer.

Training Plan (continued):

APPLICATION:

1. **Applicant's Background**

Provide informational items about the company/organization to assist the ETP Analyst to prepare a contract and a narrative to describe the training program.

2. **Marketing and Employer Recruitment**

- Describe your marketing plan for recruitment of employers/industries targeted for training. Explain how you link your services to the employer community. Explain how you determined that there was a need for the training outlined in your proposal. If advisory groups were involved in determining the need for the program, comment on the feedback they provided.

3. **Curriculum Development**

- Explain how the ETP curriculum was developed to meet employers' needs and help them meet their goals. Explain employer participation in the development of the curriculum and the method to ensure continuous participating employer feedback on the effectiveness of the training.

4. **Employer Eligibility and Need/Reason for Training**

- Describe the "core" participating employers' eligibility for funding as indicated on their Certification Statements.
- Describe how the companies currently operate, what changes have or will take place within these companies, and how training will facilitate these changes. Explain the companies training goals and how ETP-funded training will help meet these goals. **Explain the need for each type of training included in the curriculum and which occupations will receive each type of training.**

5. **Supplemental Training (for retraining only)**

ETP training funds are intended to increase existing funds available for training. Describe **how** ETP training adds to training, rather than displaces, training that the "core" employers would normally provide, as described in their Certification Statements (ETP 100E and F). Focus on the following areas:

- What types of training have the participating employers provided in the recent past and/or currently providing?
- In what manner has past and/or current training been delivered?
- What trainee population was trained in the past or is currently being trained?
- How is/are the proposed ETP curriculum, training methods, and/or trainee population different from past/current training?
- Would the proposed training occur without ETP training funds and how will the training be different due to the addition of ETP funding?

Training Plan (continued):

- What is the participating employers' plans for training after the ETP program ends, and how will the requested training fit into their on-going training plans?
- Will any employers be receiving funding for training from any other source? If yes, what is the source of the funding and what does this funding cover?
- Is this is a repeat project (training for the same employer at the same work site)? If yes, how does this program differ from the previous one?

6. Needs Assessments

• Center-based retraining

Formal assessments of employer training needs **must** be conducted *prior to training* in order to provide evidence that ETP training is customized to the requirements of individual employers or groups of employers in a specific industry. Describe the nature of the assessments and how they were conducted to identify (1) a company's overall training needs and (2) individual employee's training needs. Explain how curricula and training delivery methods were designed and based on results of these assessments.

• New hire training

Explain how employers' training needs were assessed. Describe the nature of the assessments and how they were conducted to identify (1) a company's overall training needs and (2) individual employee's training needs. Describe how the proposed training is industry specific or for specialized occupations, and list the industry(s) and/or occupations to be served by the proposed training. Describe the recruitment and placement plan for new-hire trainees targeted for training.

• On-site Training

For Multiple Employer Contractors, please identify the percentage of training that will be provided at the contractor site -vs- employer work site. If training will be provided at the contractor site, explain how contractor will customize training to meet the needs of workers from various employers.

7. Training Plan Worksheet (ETP 006)

Complete one worksheet (ETP 006) for each group of trainees who need the same type of training for the same number of hours. Consolidate groups whenever possible to avoid excess administrative paperwork. **A trainee cannot be enrolled in more than one Job # at a time.**

Most trainees must be **frontline** workers, individuals who meet one of the following criteria:

- Is not exempt from overtime under state or federal law, providing she/he directly produces or delivers goods or services; or
- Is covered by a collective *bargaining* agreement providing she/he directly produces or delivers goods or services; or
- Is exempt from overtime under state or federal law and is not covered by a collective bargaining agreement if his or her primary job responsibility is directly producing or delivering goods or services.

Training Plan (continued):

Restriction on training non-frontline workers: As of October 2003, the Panel placed a restriction on the percentage of non-frontline workers (i.e. managers and supervisors) that may participate in training. This percentage may vary based on Panel policy at the time your Agreement is being developed. Additionally, in order to include these occupations in the training plan, all applicants must justify the need for training managers and supervisors along with frontline workers.

8. **Occupations, Wages, and Benefits**

List all occupations that will be trained, the number of trainees in each, and the lowest to highest wages for each occupation excluding any benefits.

High Unemployment/Working Poor Agreements

Provide the same information for companies qualifying under the High Unemployment category. Wages must meet the minimum listed on the Chart in SECTION 8 for Special Employment HUA proposals.

The Panel is currently requiring a minimum **7%** (*calculated based on the base wage before training, exclusive of any cost of living increase and health benefits*) increase in wages at the end of the retention period, which is subject to change.

Prevalent Wage

Provide the wage that at least 50% of the trainees will be earning at the end of the 90-day retention period.

Health Benefits

For Agreements using health benefits (employer-paid medical, dental and vision) to meet ETP's minimum hourly wage requirement, provide the **calculation** and **least amount** of benefits on a per hour basis \$_____ per hour for each affected Job #.

Other Benefits

List other company benefits – no amount required.

Training Plan (continued):

Supplemental Wages Used to Meet ETP Minimum Wage Requirements

ITEM	ALLOWABLE	CRITERIA
Bonus	Yes	Bonuses may be used to meet the ETP minimum wage requirements if (1) the employee's base wage is at least the State minimum wage; (2) criteria for earning bonus is documented; and (3) bonuses are a normal, recurring part of an employee's compensation.
Commission	Yes	<p>The dollar amount of commission earned by an employee in addition to or in lieu of a regular wage may be used to meet the applicable ETP minimum wage requirement.</p> <p>The dollar amount of commission, or commission plus wages, must be equivalent to the applicable ETP minimum wage.</p>
Health Benefits	Yes	<p>The dollar value of voluntary, <u>employer-paid</u> health benefits may be used to supplement an employee's regular wage for the purpose of meeting ETP's minimum wage requirements.</p> <p>The total dollar amount of voluntary, <u>employer-paid</u> health benefits plus the employee's regular wage must meet the applicable ETP minimum wage requirement.</p>
Overtime	No	<p>The premium paid for any overtime hours worked must <u>not</u> be used to supplement an employee's regular wage rate for the purpose of meeting ETP minimum wage requirements.</p> <p><u>The employee's regular wage alone must meet the applicable ETP minimum wage requirement.</u></p>
Tips	No	<p>Cash tips of twenty dollars or more in a calendar month (reported as earnings by an employee on written statements furnished to the employer, and considered to be wages as of the date of the required filing by the employee) may be used to supplement an employee's regular wage for the purpose of meeting ETP's minimum wage requirements.</p> <p>The total dollar amount of cash tips plus the employee's regular wage must meet the applicable ETP minimum wage requirement.</p>
Mandatory Service Charges (Banquet Tips)	Yes	<p><u>Mandatory</u> service charges (banquet tips) are considered to be wages and may be used to supplement an employee's regular wage for the purpose of meeting ETP's minimum wage requirement. The total dollar amount of the service charge plus the employee's regular wage must meet the applicable ETP minimum wage requirement.</p> <p>Mandatory service charges are: (1) compulsory charges that must be paid (in addition to regular charges) by a customer directly to an establishment; (2) subject to sales tax; (3) distributed by the employer to the employee; and (4) considered wages for federal employment tax purposes and for income tax withholding. (In contrast, <i>voluntary</i> gratuities are: (1) optional tips; (2) paid directly to an employee; and (3) exempt from sales tax.)</p>

Training Plan (continued):

9. **Contractor in-kind contribution** (all proposals except SET Small Business Owner):

All employers receiving funds to retrain workers and/or to train and hire unemployed workers must provide a contribution towards the cost of training. This “in-kind” contribution refers to costs incurred by a Contractor or an employer participating in a multiple-employer contract that are directly attributable to the ETP training project and demonstrate the Contractor’s and/or employers’ commitment to the training program. Contributions may be monetary or non-monetary and are in addition to, or in excess of allowable training and administrative costs reimbursed by ETP.

Multiple-Employer Contractors (MECs) must provide a contribution that equals at least 50 percent of the ETP funding amount. Although the contract as a whole must meet the contribution requirement, individual contributions should be made by as many of the participating employers as possible. The “in-kind” contribution will be determined using the amounts indicated by the “core” employers.

Describe the “core” participating employers’ contribution towards training-related expenses that will not be covered by ETP funds. Identify an estimated dollar amount that will be contributed towards those costs.

Provide two totals:

- **Wages and fringe benefits paid to trainees during training, if applicable; and**
- **All other items including any or all of the following:**
 - Project development and training needs assessment;
 - Excess cost of staff and/or subcontractors performing training activities at a higher cost than ETP is funding;
 - Facilities costs that are directly attributable to the ETP training (for single employers, these facilities must be leased solely for the training project);
 - Training materials such as books and supplies;
 - Training for company personnel receiving ETP training courses but who are not ETP-eligible trainees;
 - On-the-job training that is tied to ETP class/lab training but not included in ETP funding;
 - Ongoing training assessments including literacy;
 - The cost of newly-hired replacement workers to cover employees in training; and
 - Lost production time when trainees are taken off the production line while in training, and are not replaced by other workers.

Training Plan (continued):

Unacceptable costs for meeting the employer contribution requirement include:

- Training that is mandated by law or government agencies, or provided specifically to meet government requirements (i.e. licensing exams, physicals, safety courses);
- Excess administration costs;
- Supplemental or ongoing training that is not directly related to the ETP training; or
- Substantial contributions for repeat projects.

10. **Employer Fees**

If applicable, identify the maximum dollar amount of any standard fee you will charge participating employers per trainee to cover training-related costs that do not duplicate costs reimbursed by ETP, and describe the method used to determine this cost. These fees may be included as part of the employers' "in-kind" contribution.

11. **High Cost per Trainee**

If the cost per trainee is more than double the ETP average cost per trainee (over **\$3,078** as of 1/27/03) explain the high cost in the following manner:

- What drives the high cost (i.e. extensive training hours necessary due to the highly technical nature of the course; costly, extremely technical equipment)?
- How was the high cost per person calculated (i.e. negotiated rate of \$20 per hr. x 350 training hrs)?
- Provide evidence to justify the high cost per trainee in one of the following manners:
 - Training will result in employment paying significantly more than the ETP minimum wage requirement after the completion of the retention period, and a significant wage increase or trainees after one year; or
 - Training is in occupations that have demonstrated significant wage progressions within two years after completion of training; or
 - Training will result in moving trainees into employment with demonstrated career paths; or
 - Any other evidence deemed necessary to justify the cost per trainee as defined by the Panel.

12. **Trainers and Training Locations**

- A training agency contractor's staff will conduct all training. However, employer consortium contractors must specify which curriculum topics will be taught by in-house instructors, and which will be taught by a subcontractor or vendor.

If an in-house trainer is also a trainee, the trainer must complete all class/lab training prior to providing training in the same subject matter.

- Identify all city(ies) and location(s) where training will take place.
- Identify any and all videoconference training sites.

Training Plan (continued):

14. **New Hire Recruitment Plan**

New-hire contractors must explain their plan for recruiting unemployed workers. The plan should identify the links established by the contractor with other entities to facilitate their recruitment efforts.

Training Plan (continued):

Joint Apprenticeship Training Committee (JATC)

A JATC typically does not meet the criteria of a standard multiple employer contractor (MEC). A JATC has a discreet membership of workers and employers, and is driven by its members who contribute to a fund that supports journey-level training. A simplified certification process has been established for a JATC meeting the following criteria:

- JATC is provided for and governed by a collective bargaining agreement;
- JATC is funded by employer contributions as specified in the collective bargaining agreement; and
- JATC is comprised of employer and employee representatives.

Certification Requirements for JATC Contractor

A JATC meeting the above criteria is required to submit the following information signed by the JATC Chair on JATC letterhead:

JATC	
CONTRACTOR CERTIFICATION REQUIREMENTS	
<i>Demand for Training:</i>	<ul style="list-style-type: none">• Explain the industry demand for training (i.e. what has occurred in the industry that requires trainees to acquire the training skills).• Explain how proposed ETP-funded training will meet this demand.
<i>Nature of Training:</i>	<ul style="list-style-type: none">• Explain how the proposed training does not duplicate existing apprenticeship programs or other training programs conducted by the JATC.
<i>Trainee Population:</i>	<ul style="list-style-type: none">• Describe the trainee population.• Explain why trainees lack necessary skills.• Describe the normal course of employment for workers in this industry.
<i>In-kind Contribution:</i>	<ul style="list-style-type: none">• Identify the dollar amount, and describe the in-kind contribution towards training.

Training Plan (continued):

Variable Reimbursement Training Plan

You may opt for an alternate Training Plan that consolidates all trainee groups into a single job number with a minimum to maximum range of hours. This provides the greatest flexibility in executing your training program and assists you in getting maximum reimbursement from the Agreement.

Contract Development

1. The ETP Analyst will establish the total number of trainees and the total funding amount based upon your Training Plan Worksheets (ETP 006) (i.e. total trainee population split into Job Numbers/groups according to training hours and types of training).
2. The analyst will then combine all trainees into one Job Number with a range of training hours and a contract total "not to exceed \$(the total funding amount)."
3. If the overall range of hours is too great, the training plan may be broken down into more than one variable reimbursement group of trainees with smaller ranges.

Contract Implementation

1. You will be reimbursed for the exact number of training hours provided to each trainee. Each trainee must complete at least the minimum number of hours specified in the Agreement in order for you to receive reimbursement (there will be no 80% language in the Terms and Conditions, item 2.b. paragraph 1 – see SECTION 2).
2. Progress payments are based on an average cost per trainee, not on a fixed cost.
3. You must use the ETP on-line system to track your training hours.

Regular funding hours @ \$13 per hour (or \$20 per hour for small business) can be combined with Advanced Technology (AT) at \$20 per hour or Computer-Based Training (CBT) at \$8 per hour as long as the original training plan shows a fixed number of hours for each category. The ETP Fiscal Unit will determine final reimbursement by adding hours from the on-line system, which requires you to distinguish standard hours from AT or CBT. You will, therefore, be required to keep very accurate internal records of the training delivery.

4. The Agreement can still breakout a special training group, if need be, into a separate job number with fixed hours. Projects that contain both standard and variable reimbursement must use the ETP class/lab tracking system for all training.
5. No job number changes will be allowed for trainees originally enrolled in a job using variable reimbursement.
6. There are few restrictions on Amendments. However, using Variable Reimbursement eliminates the need for most common Amendment requests to redistribute trainees and increase or decrease training hours. This should reduce the administrative paperwork.

Curriculum

1. Contractor must provide a **curriculum** for all training that will be provided in the Agreement. Training must be at least **24** hours but no more than **200** hours per trainee (the 200-hour cap does not apply to New Hire and HUA/Working Poor Agreements).

2. **Training Methods**

Classroom training is formal instruction in a classroom setting provided to a group of individuals, in a classroom setting removed from the trainees' usual work environment, meeting regularly for training in a specific skill under the constant and direct guidance of a qualified instructor.

Laboratory training is "hands-on" instruction or skill acquisition conducted in a non-productive environment or simulated work setting, under the direct training of a laboratory trainer that may require the use of specialized equipment or facilities by the trainee. The trainer's time during laboratory training must be dedicated exclusively to the instruction of trainees.

During laboratory training hours, trainees cannot produce products or provide services which will ultimately be sold. However, the trainer may utilize 10 percent of laboratory instruction time to review, advise, and answer questions on trainees' work projects which are related to the laboratory training.

Class/lab training is a combination of the two. Most training hours are listed as such to allow for lecture and practice during the same time period in the same location.

Videoconference training is live, interactive instruction provided by a trainer through a video communications session between two or more locations, but not more than three locations, during the same hours.

- The Contractor may designate any number of company sites for videoconference training. These sites will be listed in the Agreement. However, any one training session is limited to not more than three sites at one time, while also maintaining the 1:20 trainer to trainee ratio.

Computer-based training (CBT) is instruction that occurs when a trainee uses a computer to access and learn training material through computer-associated media such as the Internet, Intranet, Local Area Network, and CD-ROM. The course must consist of the standard number of hours for completion as designated by the vendor who developed the course. CBT must be provided at the worksite or other approved location.

- Contractor must specify what **methodologies** will be used to document that trainees complete the CBT course as required and must have an internal system to track training to meet ETP requirements.

3. Curriculum may be comprised of different **Types of Training**. Organize and list the courses under the following major headings:

Curriculum (continued):

Types of Training

Type of Training	Description
Advanced Technology (AT)	<p>Advanced Technology training involves the production or use of the most sophisticated technology, equipment and software in fields such as electronics, computers, biotechnology, engineering, multimedia/entertainment, and certain machine operations.</p> <p>AT courses may include: Multi-media Skills, Animation, Film/Video Production and Postproduction, Avionics Manufacturing, Bio-technical Production Techniques, Computer-Assisted Drafting and Manufacturing (CAD) (CAM), 6 Sigma, Computer Skills (such as Certified Novell Assistant – CAN – and Certified Network Engineer (CNE), WEB Programming (JAVA, Coldfusion, Active Server Pages), Computer programming languages(Visual Basic, C++), Printed Circuit Design, Oracle (database management and storage), and sophisticated computer-operated machinery.</p>
Business Skills	<p><u>Business Performance</u> (appropriate for general business usage and Small Business Owner projects): Accounting, Payroll Systems, Marketing, Business Plans, Business Administration, Merchandising, Financial Strategies, Inventory Control, Product Knowledge.</p> <p><u>Project Management</u>: Strategic Planning, Evaluations, Monitoring.</p> <p><u>Communication Skills</u>: Business and Report Writing and Editing, Negotiating, Conflict Management, Workplace Diversity, Interpersonal Skills.</p> <p><u>Customer Service</u>: Customer Relations, Identifying Customer Needs, Telephone Skills, Handling Customer Requests, Resolving Customer Complaints.</p> <p><u>Sales</u>: Customer Needs, Customer Complaints, Credit Card Sales, Computer/Cash Register Transactions, Processing Cash Sales, Refunds and Exchanges, Voiding Transactions, Product Knowledge.</p>
Commercial Skills (services and trades)	<p><u>Non-manufacturing work processes such as:</u></p> <ul style="list-style-type: none"> Automotive Repair (smog certification, engine repair, body work) Banking/Insurance/Mortgage Construction Occupations Engineering/Architectural Medical/Dental Telecommunications
Computer Skills	<p><u>Software</u> applications and equipment in any environment. May include less complex, more generic computer courses such as Word, Excel, FoxPro, PowerPoint, Page Maker, and Internet navigation.</p> <p><u>Computer-Assisted Design and Computer-Aided Manufacturing (CAD/CAM)</u>: Printer and Plotter use, Graphic Representation, Auxiliary Hardware, 2 and 3 Dimensional Isometric Drawing.</p> <p><u>Computer Networking</u> (uses both hardware and software): Local Area Networks (LAN), Wide (WAN), Metropolitan (MAN), Network Management, Certified Novell Assistant (CAN) or Certified Network Engineer (CNE), World Wide Web (WWW).</p> <p><u>Computer Programming</u>: designing and developing software and applications.</p> <p><u>Digital Entertainment and Multimedia</u>: training in various software applications used in film production, editing, and advertising in the entertainment and multimedia industries.</p> <p><u>Manufacturing Resource Planning MRP/ERP/SAP/Oracle</u>: Integrated Material Management and Accounting Systems such as: Computerized Scheduling, Sales Forecasting, Material Resource Planning, Inventory Control, Purchase Order Tracking, Cost Accounting, Engineering and Document Control, Personnel, Payroll, and General Accounting.</p>

Curriculum (continued):

Types of Training

Type of Training	Description
<p>Continuous Improvement</p> <p>(May be appropriate for Managers in projects transitioning to high performance workplace. However, <u>cannot</u> be used in lieu of Management Skills).</p>	<p>Combination of any of the following (or similar) types of training: Statistical Process Control (SPC), Problem Solving, Teambuilding, Quality Concepts, Total Quality Management, ISO (9000 to 9005 et. al.), Just-In-Time Processes (JIT), Production Scheduling, Production Operations/Workflow, Process Improvement, Decision Making, Leadership skills for frontline workers.</p> <p><u>SPC</u>: quality method for monitoring products during production: interpreting Charts/Graphs; Pareto, Histogram, and Fishbone Diagrams; Statistical Analysis.</p> <p><u>Project Management</u>: Strategic Planning, Evaluations, Monitoring.</p> <p>*Some of these courses, standing alone, may be included as part of a curriculum for another Type of Training, when appropriate.</p>
Hazardous Materials (HazMat)	<p><u>Pertaining to environmental protection</u>: Asbestos Removal, Hazardous Materials Handling, Hazardous Chemical Cleaning/Handling, Hazardous Waste Cleaning.</p>
Literacy Skills (job-related)	<p><u>Vocational English as a Second Language (VESL)</u>: Basic English Language Skills: Writing, Reading, Language Comprehension.</p> <p><u>Vocational English</u>: Basic English language skills: writing letters and business reports; reading work orders, safety regulations and other documents; language comprehension, understanding verbal direction and instruction.</p> <p><u>Basic Math</u>: Understanding the Numbering System, Fractions, Decimals, Positive and Negative Numbers, Rounding-off Rules, Basic Understanding of Algebraic Equations.</p>
Management Skills	<p><u>Developing and improving skills of managers and supervisors</u>: Leadership, Decision Making, Motivation, Teambuilding, Administration, Coaching Procedures.</p>
Manufacturing Skills (industrial)	<p><u>Skills associated with product creation and/or assembly</u>: Production Operations, Parts and Products Manufacture, Equipment Operation, Assembly Procedures, Inventory Control, Warehousing, Manufacturing Practices, cross-training in production equipment/skills.</p> <p><u>Food Processing</u>: Meat, Canning, Fruit and Vegetable Processing.</p> <p><u>Computer Numeric Control (CNC) Machining</u>: CNC machine operation: Drills, Lathes, Milling Machines, Grinders and other CNC Machines, CNC Programming.</p>
Miscellaneous (Other titles)	<p>For a curriculum that cannot be identified by the titles listed above, select a title that will accurately reflect the training being provided.</p>

4. **Training Limitations and Exclusions**

Company-specific orientation training designed to orient employees to the policies or philosophy of either the employer or the Panel should not be included in the curriculum. This includes developing company mission statements and values.

Continuing education courses needed to maintain a license or periodic education required by regulatory agencies may not be included.

Other courses that may not be included on an ETP curriculum are: labor laws and legal issues; labor/management relations; sexual harassment; stress management; violence in the workplace; self-improvement courses (e.g. creativity, building self image); employee relations and hiring, firing, and discipline; testing, examination, and evaluation courses; and keyboarding.

General industrial safety training is not allowable. Any safety training is limited to approximately 10% or less of the total curriculum hours for most occupations and can only be given relative to new equipment or processes. The hours may increase for specific occupations in which safety is intrinsic to the job (e.g. environmental clean up).

Literacy training, such as Vocational English as a Second Language (VESL) and Basic Math, must relate to the skills training and cannot exceed 45% of the total job-specific skills training.

Literacy skills must be evaluated prior to contract approval, and the Contractor must have a signed statement on file certifying that they have administered a literacy assessment and that the number of literacy hours in the Agreement is consistent with the results of the assessment.

ISO training hours are not limited. However, if the ISO training contains an overview or introduction to ISO, that component cannot exceed 8 hours of classroom only instruction.

Apprenticeship training: ETP training shall not replace, parallel, supplant, compete with, or duplicate in any way already existing approved apprenticeship programs.

5. **Class Size**

The ratio of class/lab trainers to trainees is capped at 1:20 for retrainees, 1:15 for new hires, and 1:10 for Advanced Technology training. If any ratio exceeds the allowable limits, the Contractor may revise the training plan or submit a written request for a variance. Some variances (especially those exceeding 20 percent), if approved, will reduce ETP funding.

6. **Videoconference training**

If the curriculum includes videoconferencing, provide a list of all company sites where this type of training may take place. A maximum of three sites at one time may be involved in a videoconference training session, and must adhere to the 1:20 trainer to trainee ratio.

APPLICATION:

7. Advanced Technology (AT)

To request Advanced Technology training at the Fixed Fee rate of \$20/hour, provide the curriculum and written information explaining why a high reimbursement is necessary. Address the following:

- The nature and content of training.
- Why training costs exceed the standard \$13 per hour reimbursement.
- Why training must be given in small classes of no more than 10 trainees.
- Sophisticated equipment and software involved in the training.
- Occupations that will receive the training and their hourly wage rates.
- How training is customized to the occupations being trained.

Curriculum (continued):

8. **Prepare a curriculum** (see following samples):

Sample Curriculum by JOB NUMBER

The Johnson Machine Company
Training Curriculum
Job #1

Class/Lab Hours
80

MANUFACTURING SKILLS

Shop Measurements

- Use of Common Measurement Instruments
- Shop related Mathematical Operations

Geometric Dimension & Tolerances

- Datums
- Basic Dimensions
- Tolerance Calculations

Blueprint Reading

- Detail Drawings
- Title Blocks
- Notes

Machining Fundamentals

- Introduction to Machine Tool Technology
- Lathe, Milling, Grinding and Gear Cutting Machines Set-up Operations

Numerical Control Fundamentals

- Master Computer-Aided Manufacturing (CAM)
- Smart Computer-Aided Manufacturing (CAM)
- Computer Numerical Control (CNC) Lathe and Milling Machine Set-up Operations

Welding/ Soldering

- American National Standards Institute (ANSI) Soldering
- Welding and Soldering to Specifications

36

Literacy Skills (VESL)

- Basic Workplace Terminology
- Communicating with Supervisors and Co-Workers
- Understanding Manuals and Reports

Curriculum (continued):

Sample Curriculum by Type of Training

The Dawson Company
Computer Skills Training Curriculum

Class/Lab Hours

40 (Job 1)

80 (Job 2)

160 (Job 3)

Computer Skills

Trainees will be provided any of the following:

Solutions, Applications, Programs (SAP)

- Report Generation
- System Configuration
- Query Development
- Query Access
- Transactional Navigation
- Program Language
- Table Structures and Development
- Hardware and Software Compatibility and Applications
- Systems Security
- Program Design and Application
- Troubleshooting
- System Navigation
- Transactional Applications
- Ancillary Functions

Total Hours: 40-160

Curriculum (continued):

Sample “Menu” Curriculum with Advanced Technology (AT) and Computer Based Training (CBT)

Champion Manufacturing
“Menu” Training Curriculum

Class/Lab Hours
40 - 80

Trainees will receive any of the following:

Business Skills

- Project Management and Methodology
- Project Requirements Analysis and Specifications
- Property and Resource Management Skills
- Market Business and Strategies

Continuous Improvement

- Creating a Quality Organization
- Problem Solving & Decision Making
- Teamwork Development Skills

▪ **Computer Skills**

- SAP Applications
- Supply Chain Management
- Software Engineering
- Printed Circuit Board Design
- Auto Computer-Aided Design (AutoCAD)

AT Class/Lab Hours
20

Advanced Technology

Computer Skills

- Java Language, Programming and Testing Concepts
- Web-Based Product & Service Development, Implementation & Support Tools
- System debugging
- System Architectures
- Networking Design, Implementation, Maintenance and Security

CBT Hours
16

Computer-Based Training (CBT)

Business Skills

- Project Management
- Interpersonal Communications
- Customer Service
- Enhanced Products and Services
- Successful Selling Techniques

Continuous Improvement

- Coaching and Motivation
- Achieving High Standards in Business Conduct
- Project Planning
- Problem Solving

Subagreements & Ancillary Information

Subagreements

Subcontracting for training and/or administration is permitted under ETP Agreements. A subcontractor may be a private or public trainer or training agency delivering all or part of the training, or an organization performing all or part of the program administrative functions (e.g. scheduling classes, recordkeeping, and invoicing). If any outside individual or company will provide training and/or project administration, prepare a written subagreement for each subcontractor/vendor. Every ETP Contractor must ensure the expertise of outside vendors, since the Contractor is ultimately responsible for proper Agreement administration.

ETP IS NOT A PARTY TO ANY AGREEMENT MADE BETWEEN THE CONTRACTOR AND ANY SUBCONTRACTORS. ALTHOUGH YOU MAY SUBCONTRACT FOR ADMINISTRATION AND/OR TRAINING SERVICES, YOU ULTIMATELY HAVE THE RESPONSIBILITY FOR THE ADMINISTRATION, IMPLEMENTATION, AND SUPERVISION OF THE TRAINING PROJECT.

1. Submit subagreements during contract development if they are available. Required subagreement language is included in the **Application Template, SECTION 14**.
2. If not available during development, then a signed subagreement must be in place prior to its effective date, and prior to the performance of any work under that subagreement. The Contractor must maintain all subagreements and have them available for ETP monitoring to ensure compliance.

Note: To add a subcontractor during the Agreement term, enter the information online by selecting “Subcontractor” under the “FORMS” menu.

3. If a subcontractor is performing more than one service, either one subagreement for all services or separate subagreements are acceptable.
4. In the case of multiple subagreements, no single service should be identified in more than one subagreement, and each subagreement must contain required ETP language.
5. Whiteout on the original subagreement is unacceptable.
6. Both parties to the subagreement must initial any handwritten language.
7. All text must come before the approval signatures.
8. Non-standard subagreements, such as purchase orders, are acceptable if they include the required ETP subagreement standard language.
9. A **sub-tier subcontractor** (i.e. an entity subcontracted by a primary subcontractor) is subject to the same requirements as the subcontractor. However, an additional subagreement is not required when an individual trainer is hired only to train a specific curriculum subject for which the primary subcontractor makes all other arrangements (providing curriculum, training tools, arranging class schedules).

Subagreements and Ancillary Information (continued):

10. **Out-of-State Vendors**: ETP does not normally reimburse training or administrative costs associated with out-of-state vendors. However, training may be authorized if it is unique to the needs of the Contractor and if the training is unavailable in California. The use of an out-of-state vendor must be approved by ETP before the beginning of training by that entity.

If the out-of-state vendor has maintained a California office with one or more California employees for more than six months prior to the start date of the ETP contract, costs attributable to that office and the California employee(s) are eligible to be reimbursed.

11. **Prepare subagreements for training and administrative vendors.**

In addition to all company-specific terms and conditions between the Contractor and subcontractor, all ETP subagreements must include:

- The name, title, address, and phone number of the signatory authority for the Contractor and subcontractor.
- The subagreement term dates.
- A detailed explanation of the services to be provided.
- The amount of the subagreement.

Note: Administrative subagreements may not exceed the ETP allowable administrative costs. Administrative subagreements written for more than 40 percent of the primary Contractor's total allowable administrative funding shall be performance-based, and the subcontractor shall not earn final payment for services until trainees complete all training and the retention period. These administrative subagreements must include the following statement:

"Earnings for administration under this subagreement are contingent upon the Contractor's successful performance under the ETP Agreement."

- Nine standard ETP paragraphs included *verbatim*.

12. Complete and submit the **Subcontractor (s)/Sub-tier Subcontractor(s) Form (ETP 100D)** listing finalized and/or prospective subcontractors and vendors.

Subagreements and Ancillary Information (continued):

Instructions for Completing the

SUBCONTRACTOR(s)/SUB-TIER SUBCONTRACTOR(s) FORM (ETP 100D)

When subagreements (and/or sub-tier subagreements) for training and/or administration will be prepared in conjunction with an ETP Agreement, all subcontractors and sub-tier subcontractors must be listed on the ETP 100D) **in alphabetical order**, even if the services are not fully paid for with ETP funds.

When the same subcontractor is providing both training and administrative services, make a separate entry for each service and enter the dollar amount corresponding to that service only.

Contractor Name: **enter** the Contractor's complete legal name.

Reference No.: **enter** the reference number from the ETP Application for Funding.

Agreement No.: leave blank.

For each subcontractor or sub-tier subcontractor **enter** the:

- Representative's name
- Representative's title
- Name of the company/organization
- Company's address
- City, State and ZIP code
- Contact person/title
- Telephone Number including area code.

- Cost of the service: **enter** the dollar amount the subcontractor will receive for training or administrative services shown in the subagreement.

- Description of service: **enter** a description of the services to be performed by the subcontractor (e.g. all training; all classroom/lab training; all SPC training; project administration).

Subagreements & Ancillary Information (continued):

Agency Agreement

- An individual acting as an agent for a Contractor must provide an Agency Agreement stating that the individual has the authority to act on the Contractor's behalf. The Agency Agreement must specify the authority of the agent, and must be executed and provided to ETP prior to any discussion or negotiation between ETP and the agent, including submitting information, requesting information, and/or negotiating any portion of the ETP Agreement.
- The Agency Agreement must meet the following general criteria:
 - Be signed and dated by both the agent and the Contractor's representative who has authority to sign for the Contractor.
 - Designate the agent as the legal representative of the Contractor with specific, authorized powers.
 - State in detail:
 - the role, responsibility and authority of the agent;
 - the name, title, address and phone number of the Contractor's representative who has the authority to delegate power to the agent; and
 - the beginning and ending term date of the agent's status as the Contractor's representative (if no time period is specified, it is assumed the Agency Agreement runs until specifically revoked).

ETP Regulation 4412.2 Third Party Fees states: "The Panel finds that any contract between a potential Contractor and a third party for any service relative to any Panel contract, either pre-award work, or post-award work, or both, which conditions reimbursement to that third party as tied to a percentage of Panel funds requested, preliminarily granted or finally granted to the contractor is contrary to public policy."

Union Support

Provide a list of **all** unions covering employees at your worksite. If union members will participate in ETP training, the union must submit a letter of support **on union letterhead** for the training program, and a union representative should attend the Panel meeting.

The union letter(s) should be addressed to the Panel and indicate support for the proposed ETP training project for its members working at (*name of company*). You may add union trainee occupations and other pertinent information such as union participation in developing the training plan and/or curriculum. This document must be on union letterhead, and be signed and dated by a union officer or business representative.

The ETP Analyst cannot develop or submit any proposal to the Panel without written union support.

Subagreements & Ancillary Information (continued):

Justification for Waivers to ETP Policies or Procedures

Any request for an exception to an ETP policy or procedure (that is not automatically waived under a special program) must be made in writing to the Field Office Manager where the project is being developed. Include the nature of the request and the rationale to support the request. Such policies and procedures may include:

- Trainer to trainee ratio of 1:15 for new hires or 1:20 for retrainees.
- The use of out-of-state vendors.
- Training that exceeds currently acceptable limits on the percent of managers and supervisors that may participate in training.
- Changes to standard language in the Agreement or subagreement.
- Changes to standard progress payments.
- Request for an early (or late) Agreement term date.

Special Information

Additional information is often required to explain certain aspects of a current or past training proposal. The ETP Analyst may request this information verbally or in writing. These items may include:

- Information to explain poor, prior contract performance and the likelihood that the new proposal will succeed.
- Information concerning trainee wages at the end of the 90-day retention period, which appear extremely low.
- Information regarding any funding from other sources that will be used to support any portion of the ETP training program.

6

Special Programs

Special ETP programs may have alternative employer and trainee eligibility requirements, and other contract specifications that differ from some or all of the standard ETP guidelines set out earlier in this Guide. Special ETP programs currently include:

- A. High Unemployment Areas (HUA)/Working Poor
- B. Special Employment Training (SET) for frontline workers:
 - 1) Who earn at least the State average hourly wage
 - 2) Who are located in high unemployment areas (HUA)
 - 3) Who are small business owners
 - 4) Who have multiple barriers to employment

Program specifications and contract requirements for each are detailed below.

HIGH UNEMPLOYMENT AREAS (HUA) IN CALIFORNIA
FISCAL YEAR 2002-03

The Panel targets training in California counties and cities that have unemployment rates at least 25% higher (7.625%) than the state unemployment rate (6.1 percent as of October 9, 2002). These proposals should focus on the “working poor” defined as workers who have full-time jobs and fairly stable employment, but earn low wages (less than the ETP minimum) and lack the essential job skills necessary to improve their employment opportunities. HUA training may be approved under both the regular economic development category for employers with out-of-state competition, and also under the Special Employment Training (SET) category for those companies lacking out-of-state competition. Trainees may or may not be “working poor”.

For the state fiscal year 2002-03, there are two major groupings of High Unemployment Areas (HUAs): (1) counties with unemployment rates at least 25% higher than the state average; and (2) cities with unemployment rates at least 25% higher than the state average.

1) Counties with rates 25% higher than the state average include but are not limited to:

COUNTIES WITH RATES 25% HIGHER THAN STATE AVERAGE		
Butte	Lassen	Shasta
Calaveras	Madera	Sierra
Colusa	Mariposa	Siskiyou
Del Norte	Merced	Stanislaus
Fresno	Modoc	Sutter
Glenn	Monterey	Trinity
Imperial	Plumas	Tulare
Kern	San Benito	Tuolumne
Kings	San Joaquin	Yuba
Lake	Santa Cruz	

Special Programs (continued)

2) If a county's unemployment rate does not qualify, but a city within that county does meet the criteria at the time the ETP application is received, then it will be considered a high unemployment area. Cities that are considered areas of high unemployment include but are not limited to:

COUNTIES WITH RATES LESS THAN 25% HIGHER THAN STATE AVERAGE BUT WITH CITIES THAT HAVE RATES 25% HIGHER THAN STATE AVERAGE	
COUNTY	CITY/AREA
Alameda	Ashland Oakland
Contra Costa	Richmond San Pablo West Pittsburg
El Dorado	Placerville South Lake Tahoe
Humboldt	Rio Del
Los Angeles	Avocado Heights Bell Bell Gardens Commerce Compton Cudahy East Compton East Lost Angeles Florence-Graham Huntington Park Inglewood Lennox Lynwood Maywood Paramount South El Monte South Gate West Athens West Compton Westmont Willowbrook
Placer	Foresthill
Riverside	Banning Coachella Mecca Perris
Sacramento	Galt North Highlands South Parkway
San Bernardino	Adelanto Bloomington Twentynine Palms

Special Programs (continued)

COUNTIES WITH RATES LESS THAN 25% HIGHER THAN STATE AVERAGE BUT WITH CITIES THAT HAVE RATES 25% HIGHER THAN STATE AVERAGE	
COUNTY	CITY/AREA
Santa Barbara	Guadalupe Isla Vista
Santa Clara	Gilroy South County
Solano	Dixon
Tehema	Corning
Ventura	El Rio
Yolo	West Sacramento

Working Poor Trainees

Training under the HUA category should focus on the “working poor”. This is not a requirement, but only “working poor” trainees will be eligible to request the following **waivers** for Panel approval:

ETP Minimum Wage

Retrainees:

- The minimum wage before training may be up to 25 percent below the standard ETP minimum wage (see chart below)
- This wage may include health benefits.
- Each trainee’s post-retention wage must exceed the wage before training by at least 7% (except in cases precluded by existing collective bargaining agreements). The 7% increase must be calculated on the base wage only before training, exclusive of health benefits and any cost of living increases.

New hires:

- The minimum wage after training and retention may be up to 25 percent below the standard ETP minimum wage (there is no post-retention wage increase because these trainees are not employed and receiving wages during training) (see chart below).
- Health benefits may be included in post-training and retention wage to meet the minimum wage requirement when a waiver has been granted.

**WORKING POOR MINIMUM WAGES BEFORE AND AFTER TRAINING
FOR CALENDAR YEAR 2004**

COUNTIES	NEW HIRE WAGE AFTER RETENTION	RETRAINEE WAGE AT START OF TRAINING	RETRAINEE WAGE AFTER RETENTION WITH 7% INCREASE
Alameda, Contra Costa, Los Angeles, Marin, Orange, San Francisco, San Mateo, Santa Clara	\$ 7.61	\$ 9.13	\$ 9.77
Sacramento	\$ 7.52	\$ 9.02	\$ 9.65
San Diego	\$ 7.26	\$ 8.71	\$ 9.32
Ventura	\$ 7.06	\$ 8.47	\$ 9.06
All Other Counties*	\$ 6.85	\$8.37	\$ 8.96

Calculation of the minimum wage may include the dollar value of voluntary, employer-paid health benefits (medical, dental, vision). In all cases, trainees must meet Federal and State minimum wage requirements. The 7% increase is calculated on the hourly wage only without health benefits.

Limitations on training hours may be waived if the Panel determines additional training over 200 hours will achieve employment stability and advancement opportunities.

Limitations on literacy training may be waived to permit up to 100 percent of the total vocational skills training hours per trainee.

Special Employment Training (SET)

Special Employment Training (SET) funding is designated for projects to improve the skills and employment security of frontline workers in projects that do not meet standard out-of-state competition or trainee eligibility requirements.

There are four SET categories:

1. Frontline workers who earn at least the State average hourly wage;
2. Frontline workers who are located in high unemployment areas;
3. Frontline workers who are small business owners; and
4. Frontline workers who have multiple barriers to employment.

General Guidelines for SET Projects:

Employers need not meet the standard out-of-state-competition requirement.

Trainees need not meet regular eligibility criteria.

Trainees must be frontline workers, individuals who meet one of the following criteria:

- Is not exempt from overtime under state or federal law, providing she/he directly produces or delivers goods or services; or
- Is covered by a collective bargaining agreement providing she/he directly produces or delivers goods or services; or
- Is exempt from overtime under state or federal law and is not covered by a collective bargaining agreement if his or her primary job responsibility is directly producing or delivering goods or services.

Training must result in full-time employment (except for Small Business Owners).

The total funding limit for a SET project is \$500,000. The Panel may waive the cap for individual SET projects at any time, upon a showing of good cause by the Contractor.

A Contractor may be funded for only one SET project. The Panel may fund the same SET Contractor for a subsequent project, upon a showing of good cause by the Contractor.

Special Programs (continued)

The following table summarizes requirements for each SET category:

	<i>Workers Who Earn at Least the State Average Hourly Wage</i>	<i>Workers in High Unemployment Areas</i>	<i>Small Business Owners</i>	<i>Workers with Multiple Barriers to Employment</i>
<i>Employer Must Be UI eligible:</i>	X	X	X	X
<i>Employer Must Meet Out-of-State Competition:</i>	NA	NA	NA	NA
<i>Trainees Must Meet Regular Eligibility Criteria (Section 10201 (c)):</i>	NA	NA	NA	NA
<i>Trainee Must Meet Standard Retention Requirements:</i>	X	X	N/A	X
<i>Training Must Result in Full-Time Employment:</i>	X	X	NA	X
<i>Wage Requirement:</i>	Must earn State average hourly wage	Must earn ETP minimum wage, but may be waived for "working poor".	No wage requirement	Must earn ETP minimum wage

1. FRONTLINE WORKERS WHO EARN AT LEAST THE STATE AVERAGE HOURLY WAGE

Trainees must be frontline workers in occupations paying at least the state average hourly wage and in businesses difficult to serve under the Panel's standard project format.

REQUIRED MINIMUM WAGE RATES FOR YEAR 2004

COUNTIES	SET MINIMUM WAGE
All Counties	\$20.29*

*If needed, calculation of the minimum wage may include the dollar value of voluntary, employer-paid health benefits (medical, dental, vision).

2. FRONTLINE WORKERS IN HIGH UNEMPLOYMENT AREAS (SET HUA)/WORKING POOR

Guidelines are identical to those listed above under High Unemployment Areas. This category (SET HUA) is for companies that do not have out-of-state competition and/or whose trainees do not meet standard eligibility criteria.

3. **FRONTLINE WORKERS/SMALL BUSINESS OWNERS**

Training for small business owner(s) to enhance their competitive position. “Owner” is defined as one or more individuals each having all or a substantial (at least 20%) financial investment in a business; and who is directly involved full-time in the day-to-day operation of the business. The spouse of an owner also qualifies as an “owner” if directly involved in the day-to-day operation of the business. The owner must be registered as a California employer with the Employment Development Department and be **currently** subject to the UI tax on behalf of the business’ employees.

The owner must employ at least 1, but not more than 9, full-time employees whose primary duties consist of directly producing or delivering goods or services (not including the owner).

“Employee” is an individual(s) receiving monetary compensation while working full-time for a business and the business is paying into the Unemployment Insurance (UI) fund (subject to the Employment Training Tax) on behalf of the individual(s) for at least six months prior to the first day of training for the owner. UI tax payments must be made on behalf of the individual(s) both during training and the retention period (the individual(s) **cannot** be leased or borrowed from a temporary employment agency or other provider).

Owner (or spouse) is considered to be a “retrainee” for this SET category.

Wage requirements for this category are waived, as owners do not typically earn hourly wages.

Training must be business management and/or other related skills need to operate a successful business, including but not limited to developing a business and/or marketing plan, tax requirements, and permit and licensing procedures.

Retention period: these projects need not result in the trainee’s full-time employment upon completion of training. The employment retention period will be met by the business as a whole and the business must, at a minimum, have at least the same number of full-time employees on the 91st day after the completion of the owner’s training as were employed by the business on the owner’s first day of training.

Since the trainee is an “owner” or a spouse and not employed by the business, Multiple-Employer Contractor may require a refundable security deposit from participating employers to guarantee their participation

4. **FRONTLINE WORKERS WITH MULTIPLE BARRIERS TO EMPLOYMENT**

Individuals with physical disability, lack of training, lack of communication or literacy skills, limited English skills, reading/math skills below the 7th grade level, or other similar factors, do not have the means to readily enter and/or fully participate in the labor force.

- Trainees must have at least two identified barriers to full-time employment.
- Contractor must demonstrate that training will help trainees **overcome** the identified barriers.
- Trainees must earn at least the ETP minimum wage (which may include the use of employer-paid health benefits – medical, dental, and vision).
- Literacy skills up to 100 percent of total vocational skills may be included in the training.

Special Programs (continued)

- Trainees must meet standard ETP retention and wage requirements.

7

ETP Reimbursement

1. The Fixed-Fee Training Rate Table will be used to determine the amount of funding ETP will reimburse the Contractor for each person trained and retained on the job for 90-days after the completion of training. The fixed rates, which include training and administration costs, are as follows:

FIXED-FEE RATE TABLE				
Type of Trainee	Class/Lab	Video-conference	Advanced Technology	CBT
Retrainee	\$13	\$13		
Retrainees in a direct Agreement with an employer who has <u>100 or fewer</u> full-time employees -OR- Retrainees in a Multiple Employer Contract (MEC) that: (1) serves small businesses with 100 or fewer full-time employees; and (2) provides 100% of the training for all trainees of a participating employer at the employer's worksite.	\$20	\$20	\$20	\$8
New Hire	\$15	\$15	N/A	

Note: The Internal Revenue Service and the Franchise Tax Board have verified that training funds received from ETP by a Contractor must be reported as income on Federal and State Income Tax Returns.

ETP Reimbursement (continued):

2. **Progress payments**: The ETP Agreement is 100% performance-based, which means that the cost per trainee is earned only when a trainee completes all training, the 90-day retention period, and receives at least the wage specified in the Agreement. Seventy-five percent (75%) of the cost per trainee may be issued as progress payments (unearned advances) before it is actually earned. Discuss with the Analyst how you wish payments to be made during the term of the Agreement.
3. **Advanced Technology** fixed-fee rate of \$20 per hour is applicable to courses that require a trainer to trainee ratio of 1:10 or less and is customized to occupations that involve the production or use of the most sophisticated equipment and software in fields such as electronics, computers, and biotechnology. Basic types of computer skills (such as EXCEL, PowerPoint, Page Maker, and Internet Navigations) do not qualify as Advanced Technology since they are less complex and less expensive to deliver, and are more generic and used across many industries.

Contractors who have previously received the standard fixed-fee rate of \$13 per hour for a type of training will not qualify for the higher rate of \$20 per hour, unless they provide evidence that training costs merit the higher rate, and (for MECs) that they are unable to secure in-kind contributions to pay costs in excess of the standard fixed-fee.

4. **Training Agency/School catalog and published training rates.**

Private training agencies must provide a copy of their school catalog. If published rates are less than ETP's Fixed Fee, the former may be used to establish ETP reimbursement.

5. **Concurrent Enrollment**

A trainee shall not be enrolled in more than one ETP project at the same time.

6. **Work Sharing**

If your company is participating in the Work Sharing Unemployment Insurance program, notify your ETP Analyst.

7. **Adjustments to Fixed Fee Funding**

- a. **Training "Support" Costs for Multiple Employer Agreements** (additional funding)

Multiple-employer Contractors may receive additional ETP funding, not to exceed 8% of other training costs in the Agreement, for the following:

- **New hire** programs: training support activities for unemployed workers may include recruitment of training participants; trainee intake assessment to determine eligibility; job development; and job search assistance and placement in specific jobs
- Note: If the Contractor can show that 8% is not sufficient funding to provide promotional mailers to potential new hire trainees, support costs for up to an additional 4% may be allowed subject to Panel approval.
- **Retraining** programs: training support activities may include recruitment of participating employers, and assessment of employer-specific job requirements.

ETP Reimbursement (continued):

b. Previous ETP Agreement/Substantial Contribution (reduced funding)

If you are retraining employees at a location/facility where ETP training was previously given and reimbursed, you may be subject to a reduction of 30%-50% in any new ETP funding. Subsequent ETP funding will be reduced if you:

- have more than 100 full time employees; and
- are retraining workers at the same facility; and
- were reimbursed in the amount of \$250,000 or more during the previous 5 years for two prior Agreements.

c. When it is documented that a Contractor charges clients less than the fixed fee rate to provide training, ETP may reimburse the Contractor at the lesser rate or other rate as negotiated by Panel staff. In order to make such a determination, ETP staff may inquire about training fees charged by a proposed Contractor.

8

Contractor and Employer Eligibility

A **Multiple Employer Contract** (MEC) provides training to a **group of participating employers**.

1. **The Contractor**

- The Contractor may be (1) consortium (a group of employers); (2) a public or private training agency; (3) a State Workforce Investment Board (WIB); or (4) a recipient or administrative entity selected pursuant to the Federal workforce Investment Act of 1998.
- The Contractor may also be either (1) an on-site training provider that gives all training at the individual participating employer's worksite; or (2) a center-based MEC that provides none or only some training at the participating employer's worksite.
- A training agency is expected to provide all of the training specified in the Agreement (i.e. no subcontracting); an employer consortium may subcontract with appropriate training vendors.
- Funding for first-time MECs is limited to \$200,000; additional funding may subsequently be added based on successful contract performance.

2. **The Participating Employers**

Each participating employer must be **eligible to participate** in ETP-funded training. An employer is initially eligible if:

- The employer is mandatorily subject to the California State Unemployment Insurance Tax and the Employment Training Tax; or

- The employer is a public entity or nonprofit organization electing to participate in the California State Unemployment Insurance Tax system under the Tax Rate method and is, therefore, also subject to the Employment Training Tax.

It is the **Contractor's responsibility to determine that each employer is eligible to participate** (i.e. is subject to U.I. fund contributions) and approved prior to the start of training. ETP will only approve reimbursement for new hire placements or for retraining current employees working for eligible employers.

To ensure employer eligibility, MEC Contractor may:

- Request a copy of a current form DE 88 (Report of Contributions) or a DE 6 (Quarterly Wage Report) from each prospective employer. EDD provides these pre-printed forms to all registered California employers.
- If a copy of the DE 88 or the DE 6 is not legible or not available, request written confirmation from the employer of its seven-digit California Employer Account Number (CEAN) for documentation and audit purposes.
- Review the "Due" date at the top of the DE 6 form or the "Payroll Date" at the top of the DE 88 form. The date should be within six (6) months of the current date.
- Verify the first three digits of the employer's CEAN on the form (at the top, right side of the DE 6 form, or at the center of the left side of the DE 88 form).

Contractor and Employer Eligibility (continued):

- Determine employer eligibility based on the first three digits of the employer's CEAN using the attached chart.
- The Contractor should retain a copy of the DE 88, the DE 6 or written confirmation with other source documentation related to the training Agreement for monitoring and audit purposes.

CALIFORNIA EMPLOYER ACCOUNT NUMBERS (CEAN) AND ETP INITIAL ELIGIBILITY

First three digits of an Employer's CEAN Series:	Initial Eligibility
699 or lower	<i>Employer is subject to the California U.I. Tax and the ETT and is eligible for all ETP Programs.</i>
700 to 899	<i>Employer is not subject to reporting California U.I. Tax or ETT and is NOT eligible for ETP under these account numbers. (May have separate U.I. reporting account - verify information with employer)</i>
900 to 999	<i>Employer is a public or non-profit entity that finances unemployment benefits by an alternate method and is only eligible for <u>incidental placement</u> of new hires trained by a training agency/consortium.</i>
Federal Agencies	<i>Employer is NOT subject to California U.I. Tax or to the ETT and is NOT eligible for any ETP programs.</i>

3. Participating employers must also face out-of-state competition.

Regulation 4416 Out-of-State Competition

- (a) For purposes of Panel funding, out-of-state competition exists if the individual function and/or unit of a company for which training funds are sought meets the following conditions:
- (1) produces a product sold out-of-state; and/or
 - (2) produces a product sold in-state which competes with products produced out-of-state; and/or
 - (3) provides a service out-of-state; and/or
 - (4) provides a service in the state in competition with providers of the same service that are located outside the state.
- (b) A company engaged in manufacturing is deemed to meet the out-of-state competition requirement for purposes of Panel funding if that company meets the definition of Division D, Manufacturing as contained in the Standard Industrial Classification (SIC) Manual, or is assigned by the Employment Development Department a SIC within Division D, Manufacturing, Major Groups 20-39 as follows:

Contractor and Employer Eligibility (continued):

- (c) A company is also deemed to be facing out-of-state competition if it meets any of the following categories:
- (1) The applicant is located in California, and is the Corporate Headquarters of a company that does significant business outside of California. In addition to the Corporate Headquarters, a company's facility is eligible if it provides significant support services to the company's offices, operations, divisions, branches, stores, or franchises located outside of California.
 - (2) The applicant is a mortgage bank or related institution engaged in the packaging/sales and/or servicing activities related to loans. These loan activities must be conducted by the bank or institution within California. Only those jobs directly involved with the mortgage banking function will be considered for training.
 - (3) The applicant is a destination resort, convention/conference center or convention/conference hotel which competes nationally and/or internationally for customers, as set forth below:
 - (A) Destination resort means an establishment and its affiliated facilities which:
 1. Is a recognized destination, or
 2. Operates in conjunction with, or by virtue of, a destination recreational complex or attraction, and has derived at least 25 percent of its gross annual revenue from out-of-state visitors.
 - (B) For purposes of this subsection, the term "destination" refers to the establishment, recreational complex, or attraction being itself the primary reason for people traveling to it. A city is not, in and of itself, a destination.
 - (C) For purposes of this subsection, the term "convention/conference center" means an establishment primarily dedicated to holding conventions, conferences, and/or trade shows or exhibits.
 - (D) For purposes of this subsection, the term "convention/conference hotel" means an establishment that derives at least 25 percent of its gross annual revenue (inclusive of rooms and food/beverage revenues) from conventions, conferences, and/or trade shows or exhibits involving transient lodging requirements.
 - (E) A destination resort, convention/conference center or convention/conference hotel will be deemed to compete nationally and/or internationally for customers if it meets at least three of the following criteria:
 1. Participates in out-of-state sales missions or trade shows;
 2. Routinely conducts out-of-state sales efforts;
 3. Routinely advertises in media in which its out-of-state competitors also advertise;
 4. Contributes financially to joint community based out-of-state marketing efforts;
 5. Maintains a marketing plan that addresses the national/international market; or
 6. Documents that it is in competition with similar establishments outside of California.

Contractor and Employer Eligibility (continued):**NORTH AMERICAN INDUSTRIAL CLASSIFICATION SYSTEM (NAICS)**

As of July 1, 2003, ETP adopted the North American Industrial Classification System (NAICS), which replaces the Standard Industrial Classification (SIC) code system. Companies assigned a NAICS Code within the following Subsectors, Industry Groups and/or Industries are deemed to meet out-of-state competition. Regulatory changes are pending.

Sector 31-33 Manufacturing	
Subsector	Products
311	Food products
312	Beverage and Tobacco products
313	Textiles
314	Textile Mill Products, except apparel
315	Apparel Products
316	Leather and Allied products
321	Wood Products, except furniture
322	Paper Manufacturing
323	Printing and Related Manufacturing
324	Coal, Petroleum refining and related industries
325	Chemicals and Refined Products
326	Plastic and Rubber Products
327	Nonmetallic Mineral Products
331	Primary Metal Products
332	Fabricated Metal Products
333	Machinery
334	Computer and Electronic Products

Contractor and Employer Eligibility (continued):

Sector 31-33 Manufacturing	
Subsector	Products
335	Electrical Equipment, Appliance, and Related Components
336	Transportation Equipment
337	Furniture and Related Products
339	Miscellaneous manufacturing industries

Companies assigned a NAICS Code within the following Subsectors, Industry Groups and/or Industries are also deemed to meet out-of-state competition:

Subsector	Industry Group	Products
111	Crop Production	Crops
112	Animal Production	Livestock and Animal Specialties
113	Logging and Forestry	Timber and Nursery Products
114	Fishing, Hunting & Trapping	Marine and Wildlife Products
211	Industry Groups 2111	Oil and Gas Extraction
212	Industry Groups 2121	Coal Mining
212	Industry Groups 2122	Metal Mining
212	Industry Groups 2123	Mining of Nonmetallic Minerals
511	Publishing Industries	Newspapers, Book and Prepackaged Software
512	Industry 51211	Motion Picture and Video Production

PARTICIPATING EMPLOYER CERTIFICATION STATEMENT (CS) (100E AND 100 F)

All employers (except JATC) participating in an ETP Multiple-Employer Contract (MEC) must complete a Certification Statement: an ETP 100E for standard retraining projects; or an ETP 100F for new hire and SET proposals. This document must be signed by an authorized company representative and will be used to determine participating employer eligibility.

- The Contractor must obtain ETP approval for each employer's Certification Statement prior to the beginning of training for that company's employees. Without this approval, the Contractor is training a company's employees at their own risk and will not be reimbursed if an employer's CS is eventually denied.
- The Contractor must provide instructions and assistance to the participating companies on completing the CS. The Contractor may customize the CS and give only the applicable sections to the employer. Any revisions to the CS form must be submitted to ETP for approval prior to its use.
- For standard ETP funding, the Appendix must be completed along with the CS if a company does not have a pre-approved NAICS code identified in Title 22, California Code of Regulations, Section 4416.
- A Contractor's representative must review each CS as to form, content, and eligibility, and make sure that the employer's information satisfies ETP requirements before submitting the form to ETP.
- The same CS may **not** be used for a subsequent Agreement with the same Contractor. A new CS must be completed for each new Agreement.
- **Original** hard copies of the CS forms must be submitted as part of the Application for review during the contract development process. After the CS forms are reviewed by an ETP Analyst, they will be returned to the Contractor and must be kept on file at the Contractor's facility.
- Once the Agreement is approved, it is not necessary to submit the original CS forms to ETP unless requested by ETP staff. The Contractor can submit CS online for approval. Refer to Section 11 for CS instructions on the ETP Online System.

Contractor and Employer Eligibility (continued):

INSTRUCTIONS for COMPLETING the CERTIFICATION STATEMENT (CS) (ETP 100E) for retrainees

Each employer participating in a standard ETP retraining program must complete this form by printing or typing all responses to the applicable sections according to instructions. The CS must be signed by an authorized company representative and sent to the ETP Contractor for review and submission to ETP. Eligibility for participation will be approved or denied by ETP based upon your answers. Contact the primary Contractor for assistance.

Employer Information:

- **California Employer Account Number** (CEAN or Unemployment Insurance Tax I.D. number)
- Legal company name and address
- Email address
- Number of full-time company employees (1) worldwide and (2) in California.
- North American Industrial Classification System (NAICS) code.
 - a. Employers with a pre-approved NAICS code listed in ETP Regulation 4416 meet out-of-state competition requirements.
 - b. Employers without a pre-approved NAICS code must complete the CS Appendix.

Turnover Rate of Full Time Employees for the Most Recent Calendar Year (January-December):

Identify your company's California turnover rate (____%) during the last calendar year for full-time workers at the site(s) for which training is being requested.

A company must provide full-time, permanent, stable employment. To qualify for ETP funding, an employer's turnover rate of full-time employees for the last calendar year may not exceed 20 percent. Determine and report your turnover rate for only the California site(s) and the employees at the site(s) for which training is being requested, using the following:

Divide the number of full-time employees at the site(s) who separated from their jobs during the most recent calendar year (January-December) by the average number of total company employees at that same site(s) during the same time period. Include all employment terminations of full-time workers initiated by either the employee or the employer.

Include all of the following in the number separating during the most recent calendar year:

- Quits
- Layoffs exceeding 30 days
- Discharges for cause
- Unauthorized absences exceeding one week

Exclude the following from the number of separations during the most recent calendar year:

- Temporary layoffs (30 days or less)
- Workers on strike
- Outside consultants and contractors
- Workers from temporary-help agencies
- Retirements
- Seasonal Workers
- Deaths
- Transfers to another company facility
- Permanent separations due to disability

Contractor and Employer Eligibility (continued):

Waiver Guidelines

If your turnover rate exceeds 20%, describe the circumstances.

An employer may apply for a waiver or exemption to the 20% turnover requirement if the company has experienced and provides evidence of a singular reduction in its workforce (an anomaly). The justification for the waiver must be forwarded to the ETP Contractor who will, in turn, forward the information to the ETP Field Analyst for a determination of eligibility.

Union Support

Enter “yes” or “no” to indicate if company employees are represented by a union and if trainees are represented by a union. If “**yes**”, enter the union(s) name and local number.

When trainees are represented by a union, you must obtain a letter from the union, addressed to the Panel, indicating that it supports the proposed ETP training project for its members working at (provide name of company). The letter must be on union letterhead; signed and dated by a union officer or business representative; attached to this form; and forwarded to the ETP Contractor.

Justify Need for Training

Briefly explain the nature of your business and why your employees need training.

Supplemental Training

Indicate whether or not your company currently has a training program. If “yes”, explain how the proposed ETP training supplements, rather than duplicates, training that would otherwise be provided by your company.

Employer Contribution

Employer investment in training may be demonstrated through a quantifiable commitment to training. Identify your company’s contribution towards training-related expenses.

Compensatory Nature of Training

All ETP-funded training provided to employees must comply with applicable labor laws. Every trainee for whom training is mandated by the employer must be compensated for all time spent in training. The compensatory nature of training should be discussed with the ETP Contractor.

Indicate if training is mandatory and trainees will be paid for time spent in training, and enter the number of trainees for whom training is mandatory.

Indicate if training is voluntary (trainees not required to attend) and meets all criteria specified in Section 46.6.5 of the California Division of Labor Standards Enforcement, Enforcement Policies and Interpretation Manual, for non-compensatory training, and enter the number of trainees for whom training is voluntary.

To ensure that the attendance is voluntary on the part of the employee and meets the requirements of Section 46.6.5 the following criteria must be met:

1. Attendance is outside regular working hours;

Contractor and Employer Eligibility (continued):

2. Attendance is voluntary. (Attendance is not voluntary if the employee is led to believe that present working conditions or the continuation of employment would be adversely affected by nonattendance);
3. The course, lecture, or meeting **is not directly related** to the employee's job. (Training **is** directly related to an employee's job if it is designed to make the employee handle his job more effectively as distinguished from training them individual for another job for to a new or additional skill) and
4. The employee does not perform any productive work while attending training.

Check Yes or No to indicate if the compensatory nature of training has been discussed with the ETP Contractor.

Certification by Company Management Representative:

- Print the name, title, and phone number of the individual signing the certification form
- Signature and Date signed

INSTRUCTIONS FOR COMPLETING THE APPENDIX

The Appendix is used for companies that are retraining workers and do not have a pre-approved NAICS code as identified in Regulation 4416. Out-of-State Competition.

The Appendix represents ways, other than a NAICS code, by which a company might be able to meet ETP's out-of-state competition requirement. All companies that are retraining workers and do not have a pre-approved NAICS code as identified in Regulation 4416 must complete the APPENDIX.

Select the item that best matches your company's profile and complete the item as instructed. You may be asked for additional information or documentation to enable the ETP Analyst to certify your eligibility for the ETP training.

Manufacturing Companies: If your NAICS does not appear in Regulation 4416, but you feel your company is a manufacturer according to the definition provided, complete item #1.

Corporate Headquarters: Complete item #2.

Mortgage Banking: Complete item #3.

Destination Resort or Convention/Conference Center or Hotel: Complete item #4

Service Industry: Complete item #5.

Companies who do not meet the profiles identified in items # 1 through # 5: Complete item #6

Contractor and Employer Eligibility (continued):

INSTRUCTIONS FOR COMPLETING the CERTIFICATION STATEMENT (CS) (ETP 100F) for new-hire and SET trainees

An employer training new hire or Special Employment Training (SET) trainees must meet the ETP legislative requirement of contributing to the Unemployment Insurance (UI) Fund. The ETP100F is the form used to document these requirements. The original ETP100F must be forwarded to the ETP Contractor for ETP approval. An employer is not eligible to participate in ETP funded training until their ETP100F is approved by ETP.

Print or type all responses. Contact the ETP Contractor if you require assistance.

Employer Information:

- **California Employer Account Number** (CEAN or Unemployment Insurance Tax I.D. number)
 - Legal company name and address
 - Email address
- Number of full-time company employees (1) worldwide and (2) in California.
- Type of Trainees, SET or new hire.

Union Support

Enter “yes” or “no” to indicate if company employees are represented by a union and if trainees are represented by a union. If “**yes**”, enter the union(s) name and local number.

When trainees are represented by a union, you must obtain a letter from the union, addressed to the Panel, indicating that it supports the proposed ETP training project for its members working at (provide name of company). The letter must be on union letterhead; signed and dated by a union officer or business representative; attached to this form; and forwarded to the ETP Contractor.

Compensatory Nature of Training (*complete for SET retrainees only*)

All ETP-funded training provided to employees must comply with applicable labor laws. Every trainee for whom training is mandated by the employer must be compensated for all time spent in training. The compensatory nature of training should be discussed with the ETP Contractor.

Indicate if training is mandatory and trainees will be paid for time spent in training, and enter the number of trainees for whom training is mandatory.

Indicate if training is voluntary (trainees not required to attend) and meets all criteria specified in Section 46.6.5 of the California Division of Labor Standards Enforcement, Enforcement Policies and Interpretation Manual, for non-compensatory training, and enter the number of trainees for whom training is voluntary.

To ensure that the attendance is voluntary on the part of the employee and meets the requirements of Section 46.6.5 the following criteria must be met:

1. Attendance is outside regular working hours;
2. Attendance is voluntary. (Attendance is not voluntary if the employee is led to believe that present working conditions or the continuation of employment would be adversely affected by nonattendance);

Contractor and Employer Eligibility (continued):

3. The course, lecture, or meeting **is not directly related** to the employee's job. (Training is directly related to an employee's job if it is designed to make the employee handle his job more effectively as distinguished from training them individual for another job for to a new or additional skill) and
4. The employee does not perform any productive work while attending training.

Check Yes or No to indicate if the compensatory nature of training has been discussed with the ETP Contractor.

Certification by Company Management Representative (complete for SET retrainees only)

- Print the name, title, and phone number of the individual signing the certification form
- Signature and Date signed

Contractor and Employer Eligibility (continued):

4. Instructions for Completing the Participating Employer List (ETP 100B)

Multiple employer Contractors (MECs) must show a need for training by providing a list of "core" employers who will retrain or hire at least 50 percent of the total number of trainees shown in the Agreement.

The Participating Employer List (ETP 100B) is used to list "core" employers who are participating in retraining and/or new hire MEC Agreements. If the proposal contains both retrainees and new hires, make a separate list for each. Indicate the type of trainee by circling the appropriate designation in the title of the form.

TOP OF THE PAGE:

Contractor Name: **enter** the Contractor's complete legal name.

Reference No.: **enter** the reference number of the ETP funding application.

CCG No.: **leave blank.**

Page: **enter** a "1" on the first page and sequential page numbers thereafter, if more than one page is used.

PREPARE YOUR LIST IN ALPHABETICAL ORDER BY COMPANY NAME.

FOR EACH PARTICIPATING EMPLOYER ENTER:

- Complete company name and address;
- Complete name, title, and telephone number (including area code) of the contact person;
- Name and local number of any union that represents trainees or other employees (if not applicable enter "N/A" or "NONE");
- Total # of full-time company employees worldwide, including all locations, branches, divisions, and subsidiaries;
- Total # of full-time company employees in California; and
- Estimated # of employees to be retrained (retraining) -or- trained and hired (new hire).

All entries must be for eligible, private, for-profit employers. The Analyst may verify employer knowledge of and participation in the program, as well as the number of prospective retrainees or new hires.

Contractor and Employer Eligibility (continued):

5. Instructions for Completing the CERTIFICATION AND BOARD RESOLUTION (ETP 115)

An Agreement between ETP and the following entities requires an ETP 115: a county, city, district, or other local public body such as a public education agency (i.e. community college district, county superintendent of schools); or a private, non-profit community-based organization or other non-profit organization.

- Enter the date the ETP 115 is completed.
- Enter the name of the Governing Board.
- Enter the position/title of the person authorized to act on the Board's behalf to negotiate the ETP Agreement.
- Enter the signature of the person completing the document.
- Print or type the signatory's name.
- Print or type the signatory's title
- Enter the name of the Board.

Contractor may submit an ETP 115 - **OR**- a certified copy of the organization's Board meeting minutes authorizing contract negotiations with ETP. The Board must affix its official seal or embossed imprint (if it has one) to the ETP 115 or appropriate certified minutes.

Documents must be submitted with the Agreement application package or prior to final approval of the Agreement by the Panel or Executive Director, if it is not available at the time the application is submitted due to Board meeting schedules.

6. Consortium Accord

A group of employers or consortium may combine efforts in order to meet common training needs. A consortium may be a formal professional association, trade association, or a joint apprenticeship training committee. However, if no formal association exists, an agreement among all of the participating employers must be submitted and signed by all parties. This agreement should include:

- The purpose of the consortium;
- The intentions of the parties;
- An explanation of the relationship between the parties;
- The responsibility of each party; and
- The following nondiscrimination clause:

"This Agreement shall be governed by the laws of the State of California. Participating employers shall comply with the nondiscrimination provisions of California law, including Title 2, California Code of Regulations, Section 8103, and Government Code Section 12940 et seq. Participating employers have reviewed the terms and conditions contained in the ETP Agreement and agree to comply with the applicable provisions."

Contractor and Employer Eligibility (continued):

7. **All participating employers** (except JATC employers*) must complete a **Certification Statement** to document that they meet requirements relevant to the trainee population being served: (1) **ETP 100E** for retrainees; and (2) **ETP 100F** for SET and new hire trainees. ETP may request additional information in order to determine eligibility.

Certification Requirements for JATC Participating Employers

Participating employers in a JATC are not required to submit certification statements (ETP100E, ETP100F). However, the Contractor is required to enter the name and CEAN of each participating employer into ETP's on-line certification system to ensure employer eligibility prior to the start of training for retrainees or employment for new-hire trainees.

8. All multiple employer Contractors must ensure that sufficient employer demand exists for the type(s) of training and the number of trainees in their service area to warrant the training they are requesting under ETP. To do this, complete an **ETP 100B** listing eligible employers who will hire or retain workers at the completion of training.
9. A **Board Resolution (ETP 115)** is required in order to process an Agreement between ETP and a public body or non-profit Contractor.
10. An employer consortium under Regulation 4400(j)(1) must provide a **Consortium Accord** signed by all participating employers.

9

Application

To apply for ETP funding, submit a hardcopy of your completed Application with original signatures to:

**Attn: The Application Review Unit
Employment Training Panel
1100 J Street, 4th floor
Sacramento, CA 95814**

The Application must include:

1. **Application Package Cover Sheet** (ETP 004).

Complete all relevant items and have the **Agreement signatory** sign and date the form.

2. **ETP Application Package Checklist** (ETP 005).

Submit a copy completed by the ETP Analyst.

3. **All documents marked on the Checklist.**

- a. An Application **template** will be provided to you on a disk or via e-mail. Include all documents that have been checked off by the ETP Analyst. Attach the cover pages provided in this SECTION. **Please do not send the Application in binders or folders, and avoid using staples (except for ETP 100 E and F forms).**
- b. Informational items should be entered on the template.
- c. Documents that must be on letterhead and/or that require signatures may be completed on the template, but originals must be mailed to the Application Review Unit.

A completed Application must be submitted within one year of the RED determination date issued by the Application Review Unit in Sacramento. The Application may be returned to you if any of the items are missing. Monthly deadlines are posted on ETP's website at:

www.etp.ca.gov

Panel Meetings

Application Package Deadlines

ETP Application Package Cover Sheet (ETP 004)**Reference Number:** _____

Applicant's Legal Name:	_____
Address:	_____
Applicant's Authorized Representative:	_____
Title:	_____
Telephone:	_____
Fax:	_____

This Application Package Cover Sheet (ETP 004) and all items on the Application Checklist (ETP 005) below must be completed. Based upon the ETP trainee eligibility criteria delineated in SECTION 3 (Training Plan) and SECTION 6 (Special Programs), enter the following:

Number of New-Hire Trainees:	_____
Number of Retrainees:	_____
Number of Special Employment Training (SET) trainees:	_____
Number of High Unemployment Area/Working Poor (HUA) Trainees:	_____
Total Number of Trainees in All Categories:	_____
Total ETP funding requested for the proposed training:	\$ _____
Proposed start date of ETP training (month, day, year):	_____

To the best of my knowledge, the foregoing information and my responses to the questions are accurate and correctly reflect our participation in the ETP-funded training.

_____	_____
Signature of the Agreement Signatory	Title
_____	_____
Print Name	Date

Employment Training Panel Application Checklist (ETP 005)

Reference Number:

Applicant's Legal Name:	_____
ETP Contract Analyst	_____
Date of Site Visit	_____

Submit

Received

TERMS AND CONDITIONS (SECTION 2)

Agreement Signatory

TRAINING PLAN (SECTION 3)

Applicant's Background, Marketing, Recruitment, Employer Eligibility and Need for Training, Supplemental, Needs Assessments

Training Plan Worksheets

Occupations, Wages, Benefits, In-Kind Contribution, Fees, High Cost

Trainers, Training Locations (cities and counties), Videoconference Sites

New Hire Recruitment Plan

JATC Certification

CURRICULUM (SECTION 4)

Advanced Technology Justification

SUBAGREEMENTS & ANCILLARY INFORMATION (Section 5)

Subagreements

List of Subcontractor(s) (ETP 100D)

Agency Agreement

Union Support Letter(s)

Justification for Waiver(s) to ETP Policies or Procedures

Special Information (specify):

Application (continued)

Application Checklist (continued):

Submit

Received

SPECIAL PROGRAMS (SECTION 6)

_____	_____	High Unemployment Areas/Working Poor (Regular and SET)
_____	_____	SET Frontline Workers who Earn at Least the State Average Hourly Wage
_____	_____	SET Frontline Workers with Multiple Barriers to Employment

CONTRACTOR and EMPLOYER ELIGIBILITY (SECTION 8)

_____	_____	Certification Statements (ETP 100E) for Retraining
_____	_____	Certification Statements (ETP 100F) for SET and New Hire
_____	_____	Participating Employer List (ETP 100B)
_____	_____	Board Resolution (ETP 115) or a certified copy of appropriate board minutes (public or private, nonprofit entity)
_____	_____	Consortium Accord
_____	_____	School Catalog

Terms and Conditions

(See SECTION 2)

Terms and Conditions

Name, title, address, telephone number, and fax number of the person who is authorized to sign the Agreement on the Contractor's behalf:

Contract Contact Person:

Title:

Address:

Phone:

Fax:

E-Mail:

Training Plan

(See SECTION 3)

Application (continued)

Applicant's Background

At a minimum, include the following information:

1. Company/Organization name
2. The number of full-time company employees including the parent company (1) worldwide -and - (2) in California and (3) at the training site(s).
3. Company history, year founded, by whom, how long in business.
4. What the company does.
5. Company's customers (types of businesses or industries).
6. Locations where training will take place (include head quarter's location and addresses and counties of all training locations).
7. Name, address, phone, fax, and email address of the applicant's contact person

ETP Program Development and Employer Participation

1. Marketing and Employer Recruitment
2. Curriculum Development
3. Employer Eligibility and Need/Reason for Training
4. Supplemental Training (for retraining only)
 - What types of training have the participating employers provided in the recent past and/or currently providing?
 - In what manner has past and/or current training been delivered?
 - What trainee population was trained in the past or is currently being trained?
 - How is the proposed ETP curriculum, training methods, and/or trainee population is/are different from past/current training.
 - Explain whether or not the proposed training would occur without ETP training funds and how training will be different due to the addition of ETP funding.
 - What is the participating employers' plans for training after the ETP program ends, and how will the requested training fit into their on-going training plans?
 - Will any employers be receiving funding for training from any other source? If yes, what is the source of the funding and what does this funding cover?
 - Is this is a repeat project (training for the same employer at the same work site)? If yes, how does this program differ from the previous one?

Application (continued)

5. Employer Needs Assessment

- Center-based retraining
- New hire training
- On-site training

Joint Apprenticeship Training Committee (JATC) Certification, if applicable.

Application (continued)

TRAINING PLAN WORKSHEET (ETP 006)
(one page for each training group; make copies as needed)

Contractor Name: _____ .

Reference Number: 04-0000 .

JOB #1____ Number to Be Retained: ____.	Class/Lab and Videoconferencing Retrainee @ \$13.00 New Hire @ \$15		CBT @ \$8.00/hr		Advanced Technology @ \$20		Total Hours & Cost per Trainee
Type of Training:							
Menu Curriculum		+		+		=	
(Business Skills)		+		+		=	
(Computer Skills)		+		+		=	
(Management Skills)							
Total Hours by Column:	_____ Hours	+	_____ Hours	+	_____ Hours	=	_____ Hours per Trainee
Hours x Funding per Hour:	_____ x \$13/\$15 = \$_____	+	____ x \$8 = \$	+	____ x \$20 = \$	=	\$_____ Cost per Trainee*
TOTAL funding for JOB #1: \$ _____ (Cost per Trainee) x _____ (Number of Trainees) = \$ _____.							
Trainee Occupations for this Job #:							
Trainee Minimum/Maximum Wage Range after 90-day Retention for this Job #: from \$_____/hr. to \$_____/hr.							
Will employer-paid health benefits be added to trainees' wages in this Job #? Yes _____ No _____.							

Application (continued)

Trainee Occupations, Wages, and Benefits

List all trainee occupations, number of trainees in each occupation, lowest to highest base wage (without benefits) each occupation will receive at the end of the 90-day retention period, if trainees are covered by collective bargaining agreement, the prevalent wage for all trainees, hourly health benefits (if used), and any other wages used to meet the ETP minimum (add rows as needed):

Job Title	Number of Trainees	Minimum Wage (without benefits)	Maximum Wage (end of retention)	Union (Collective Bargaining Agreement)
		\$ _____	\$ _____	
		\$ _____	\$ _____	
		\$ _____	\$ _____	
		\$ _____	\$ _____	
Total		\$ _____	\$ _____	
Prevalent Wage <u>all</u> Occupations				
Health Benefits (Medical, Dental, Vision) Dollar Amount				
Other company benefits (list type)				
Miscellaneous Wages (Commission, Bonus)				
Hours in Work Week				

Managers and Supervisors

- Total number of Manager and Supervisors: _____
- Percent of total trainees: _____%
- Justify training managers and supervisors: _____

High Unemployment/Working Poor Agreements (HUA)

List trainees in this category separately.

- Occupations.
- Number of trainees in each occupation.
- Trainee wages before training (\$_____ per hour). Trainee wage at the end of retention (\$_____ per hour).

Contractor's/Employers' in-kind contribution for this training plan

- Trainee wages during training: \$_____
- Other contributions ((list one total amount and all categories covered, excess administration costs cannot be included in this figure): \$_____

Employer Fees

High Cost per Trainee

Trainers

Location of Training

Videoconference training sites

New Hire Recruitment Plan

New-Hire contractors must explain their plan for recruiting unemployed workers. The plan should identify the contractor's links with other entities to facilitate their recruitment efforts.

Curriculum

(See SECTION 4)

Application (continued)

List all types of training that will be provided during your ETP Agreement. Follow each type of training with the courses that will be covered, and bullet each course with the most prominent topics that will be discussed during class/lab training hours.

COMPANY NAME
Menu Curriculum

Class Lab Hours
(Range of hours)

Trainees will receive any of the following:

BUSINESS SKILLS

Course Topics

COMMERCIAL SKILLS

Course Topics

COMPUTER SKILLS

Course Topics

CONTINUOUS IMPROVEMENT

Course Topics

HAZARDOUS MATERIALS

Course Topics

MANAGEMENT SKILLS

___ Course Topics

MANUFACTURING SKILLS

Course Topics

LITERACY SKILLS

Course Topics

COMPUTER BASED TRAINING (CBT)

Course Topics

ADVANCED TECHNOLOGY

Course Topics

Computer-Based Training (CBT): Provide the standard number of hours to complete each course.

Advanced Technology (AT): Provide specific AT curriculum and a letter of justification to support funding at \$20/training hour.

***Subagreements
&
Ancillary Information***

(See SECTION 5)

Application (continued)

SUBCONTRACTOR(s)/SUB-TIER SUBCONTRACTOR(s) (ETP 100D)

List any Subcontractor(s)/sub-tier Subcontractor(s) participating in the Agreement for:

Contractor:

Reference No: 04-0000

Agreement Number: ET4-0000

PRINT OR TYPE

Representative's Name:

Title:

Organization:

Address:

City, State, Zip:

Contact Person/Title:

Telephone No.:

Cost of Service:

Description of Service:

Representative's Name:

Title:

Organization:

Address:

City, State, Zip:

Contact Person/Title:

Telephone No.:

Cost of Service:

Description of Service:

Representative's Name:

Title:

Organization:

Address:

City, State, Zip:

Contact Person/Title:

Telephone No.:

Cost of Service:

Description of Service:

Training and Administrative Subagreements

Prepare subagreements for training and administrative vendors.

In addition to all company-specific terms and conditions between the Contractor and subcontractor, all ETP subagreements must include:

- The name, title, address, and phone number of the signatory authority for the Contractor and subcontractor.
- The subagreement term dates.
- A detailed explanation of the services to be provided.
- The amount of the subagreement.

Note: Administrative subagreements written for more than 40 percent of the primary Contractor's total allowable administrative funding shall be performance-based, and the subcontractor shall not earn final payment for services until trainees complete all training and the retention period. The sum total of all administrative services provided by subcontractor(s) may not exceed 15 percent of allowable training costs for retraining and 25 percent for new-hire training. These administrative subagreements must include the following statement:

"Earnings for administration under this subagreement are contingent upon the Contractor's successful performance under the ETP Agreement."

- The following nine standard ETP paragraphs included ***verbatim***.

"ETP is not a party to this Agreement nor is the subcontractor a beneficiary in any way under the Agreement between ETP and the Contractor. ETP shall not be obligated in any manner to the subcontractor for any liability to subcontractor that may arise out of this Agreement. No third party relationship is intended or created between any subcontractor and ETP."

"ETP, or its authorized representative, upon reasonable notice, shall have the right, during normal business hours, to examine and audit any and all records, books, papers, and documents related to the conduct of the training or services provided to the Contractor by the subcontractor to the extent ETP believes necessary to assure compliance with the ETP Agreement. Contractor shall ensure that ETP has access to all subcontracts and other records that adequately identify the hours and types of training or services provided to the Contractor by the subcontractor and the number of subcontractor personnel involved in this work. Upon prior reasonable notice from ETP, Contractor shall provide ETP with copies of any subcontracts."

"ETP, or its authorized representative, shall have the right, during normal business hours, to freely observe and monitor all performance under this Agreement, including interviews with trainees and employees without the presence of the subcontractor."

"All finished or unfinished documents, data, studies, and reports prepared by the subcontractor for the Contractor shall be disposed of under the direction of the Contractor and ETP."

Application (continued)

“To the extent permitted by law, subcontractor agrees to indemnify, defend and hold harmless the Contractor and ETP and their respective officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation which may be injured or damaged by subcontractor during the Agreement term.”

“Records must be kept for a period of no less than four (4) years from the termination date of the ETP Agreement or three (3) years after final payment under the ETP Agreement, whichever is later.”

“During the performance of any subcontract, subcontractor and any of its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, and denial of family care leave. Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractor and its subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as is set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.”

“This Agreement shall be governed by the laws of the State of California. Subcontractor has reviewed the terms and conditions contained in the ETP Agreement and agrees to comply with applicable provisions.”

“This Agreement is effective only if the Agreement between the Panel and the Contractor is executed.”

Application (continued)

Union Letters

Submit signed letter(s) on Union Letterhead to the ETP Analyst

Justification for Waivers to ETP Policies or Procedures

(Turnover Rate, Percent of Managers, etc.)

Request:

Rationale:

Special Information

(Advanced Technology Requests, Trainer to Trainee Ratio, etc.)

Issue:

Rationale:

Special Programs

(See SECTION 6)

Special Program Information

High Unemployment Areas (HUA)/Working Poor (Regular and SET)

Required Information

Explain how prospective trainees lack essential job skills necessary to improve their employment opportunities. Include any pertinent information about limited education and/or limited English-speaking skills.

Special Employment Training (SET) for Frontline Workers

1. Frontline workers who earn at least the State average hourly wage

Required Information:

Describe how your business is difficult to serve under the Panel's standard project format, and that the project contains elements unique to the Panel's experience. Priority will be given a proposal that: 1) can serve as a model for the development of future projects; 2) involves a business that the Panel has not historically been able to serve directly; or 3) includes new and unique methods of instruction/training delivery.

2. Frontline workers who have multiple barriers to employment

Required Information:

Provide a signed statement on company letterhead identifying at least two barriers to employment affecting trainees who will be considered eligible for training. Explain how training will help trainees overcome the identified barriers.

CONTRACTOR AND EMPLOYER ELIGIBILITY

(See SECTION 8)

Application (continued)

CERTIFICATION STATEMENT (CS) (100E)
for retraining programs

Training funded by the California Employment Training Panel (ETP)

CONTRACTOR NAME: AGREEMENT #: REFERENCE #: 	
COMPANY'S CALIFORNIA ACCOUNT NUMBER	
COMPANY NAME:	
STREET ADDRESS:	
P.O. BOX	
CITY, STATE: AND ZIP CODE	
E-MAIL ADDRESS:	
NUMBER OF FULL-TIME COMPANY EMPLOYEES	WORLDWIDE:: IN CALIFORNIA:
NORTH AMERICAN INDUSTRIAL CLASSIFICATION SYSTEM (NAICS) CODE	
TURNOVER RATE OF FULL-TIME EMPLOYEES DURING MOST RECENT CALENDAR YEAR (JANUARY-DECEMBER):	_____ %
UNION SUPPORT: Are company employees represented by a union? Are employees to be <u>trained</u> represented by a union?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No Identify union and local:
JUSTIFY NEED FOR TRAINING	
Briefly explain the nature of your business and describe your business' purpose for participating in this training program.	

Application (continued)

EMPLOYER CERTIFICATION STATEMENT (CS) (ETP100E)
(continued)

Company: _____.

SUPPLEMENTAL TRAINING	
Does your company currently have a training program?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If <u>yes</u> , explain how the proposed training supplements, but does not duplicate, existing company training:	
EMPLOYER CONTRIBUTION	
Describe your company's contribution towards training-related expenses by marking the boxes that apply. Enter the total amount of wages only, the total amount of all other items, and the final combined amount.	<input type="checkbox"/> Pay trainee wages during training Total Wages \$ _____ <input type="checkbox"/> Contribute staff time to conduct training assessments or coordinate training <input type="checkbox"/> Contribute equipment, materials, supplies, or space for training <input type="checkbox"/> Pay employer fee <input type="checkbox"/> Other _____ Total All Other \$ _____ Approximate total employer contribution: \$ _____

Application (continued)

EMPLOYER CERTIFICATION STATEMENT (CS) (ETP100E)
(continued):

Company: _____.

COMPENSATORY NATURE OF TRAINING

All ETP-funded training provided to company employees must comply with applicable labor laws and rules, including, but not limited to, the requirement that every trainee for whom training is mandated by the employer will be compensated for all time spent in the retraining.

Indicate the nature of training and the applicable number of trainees:

☐ **MANDATORY TRAINING:**

Training is mandatory and trainees will be compensated for the time spent in training.

_____ *Number of trainees*

☐ **VOLUNTARY TRAINING:**

Training is voluntary (i.e. trainees not required to attend) and meets all of the criteria specified in Section 46.6.5 of the California Division of Labor Standards Enforcement, Enforcement Policies and Interpretation Manual, for non-compensatory training.

_____ *Number of trainees*

The compensatory nature of training has been discussed with ETP Contractor:

☐ Yes ☐ No

CERTIFICATION BY COMPANY MANAGEMENT REPRESENTATIVE

To the best of my knowledge, the foregoing, and all attached documents and accompanying information accurately and correctly reflect the reasons for our participation in the ETP-funded training.

Print Name of individual signing below: _____

Title: _____
(Owner, President, Vice President, or other authorized representative)

Phone: _____

Signature: _____ Date: _____

CS APPENDIX

1. **Manufacturing Industry:** *For companies that do not have a pre-approved SIC/NAICS code but meet the description of a manufacturer as defined below, complete this item.*

A manufacturer is defined as an establishment primarily engaged in the mechanical or chemical transformation of materials or substances into new products. These establishments are usually described as plants, factories, or mills and characteristically use power-driven machines and material handling equipment. Establishments that engage in assembling component parts of manufactured products are also considered manufacturing if the new product is neither a structure nor a fixed improvement to a structure. Also included is the blending of materials, such as lubricating oils, plastic resins, or liquors.

Would you describe your primary business as manufacturing?	<input type="checkbox"/> Yes
	<input type="checkbox"/> No
If you are a manufacturer, list the primary raw materials/or component parts that you use or assemble:	
List your primary finished product(s):	
Describe your customers (e.g. electrical wholesalers, auto manufacturers, grocery stores, etc., names are not required):	

2. **Corporate Headquarters:** *A company may qualify for out-of-state competition if training personnel at corporate headquarters. If so, complete this item.*

Is this facility the Corporate Headquarters of a company located in California but doing significant business outside of California? OR	<input type="checkbox"/> Yes
	<input type="checkbox"/> No
If not the Corporate Headquarters, does your facility provide significant support services to the Company's offices, operations, divisions, branches, stores, or franchises located outside California?	<input type="checkbox"/> Yes
	<input type="checkbox"/> No

CS APPENDIX (continued)

3. **Mortgage Banking:** A bank may qualify for out-of-state competition if specific business is conducted as follows. Complete this item

Does the facility engage in packaging/sales or servicing activities related to loans? List the job titles of the employees to be trained:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do the above trainees work in jobs directly related to the mortgage banking function? (Jobs in loan origination are not eligible.)	<input type="checkbox"/> Yes <input type="checkbox"/> No

4. **Destination Resort or Convention/Conference Center or Hotel:** A company may qualify for out-of-state Competition under this industry if it meets one of the following requirements. Complete this item.

A destination resort is an establishment and its affiliated facilities that are a recognized destination, or operates in conjunction with or by virtue of, a destination recreational complex or attraction and has derived at least 20 percent of its gross annual revenue from out-of-state visitors. "Destination" refers to the establishment, recreational complex, or attraction being itself the primary reason for people traveling to it. A city is not, in and of itself, a destination.

a. Does your company meet the above definition? OR	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. Is your company a convention/conference center that is an establishment primarily dedicated to holding conventions, conferences, or trade shows or exhibits? OR	<input type="checkbox"/> Yes <input type="checkbox"/> No
c. Is your company a convention/conference center that is an establishment deriving at least 25 percent of its gross annual revenue (inclusive of rooms and food/beverage revenues) from conventions, conferences, trade shows, or exhibits involving transient lodging requirements?	<input type="checkbox"/> Yes <input type="checkbox"/> No

To qualify for out-of-state competition under any of the above criteria (a-c), your company must also meet at least three (3) of the following requirements. **Check three items and attach supporting documentation to this form to substantiate that your company meets the criteria checked below.**

We participate in out-of-state sales missions or trade shows.	<input type="checkbox"/> Yes <input type="checkbox"/> No
We routinely conduct out-of-state sales efforts.	<input type="checkbox"/> Yes <input type="checkbox"/> No
We routinely advertise in media also used by our out-of-state competitors.	<input type="checkbox"/> Yes <input type="checkbox"/> No
We contribute financially to both community based and national marketing efforts.	<input type="checkbox"/> Yes <input type="checkbox"/> No
We have a marketing plan addressing the national or international market.	<input type="checkbox"/> Yes <input type="checkbox"/> No
We are in competition with establishments similar to ours outside of California.	<input type="checkbox"/> Yes <input type="checkbox"/> No

CS APPENDIX (continued)

5. Service Industry: Certain service businesses are also eligible for ETP-funded training provided they face out-of-state competition. Complete this item.

A service company that faces out-of-state competition is defined, generally, as a company:

- (a) whose California employees provide services that are sold outside California and those out-of-state services total at least 20 percent of the total Company revenue; or
- (b) that competes against out-of-state companies that have employees in other states selling the company's services into California.

Is your business a service business with out-of-state competition as defined above?	<input type="checkbox"/> Yes
	<input type="checkbox"/> No
Please provide a brief description of the nature of your business:	
What percentage of your total sales of services is to out-of-state customers? Include as out-of-state sales only those services provided by persons working in California. _____%	

6. If your company does not meet the profiles identified in Items #1 through #5, complete the following. Supply as much information as necessary to provide evidence that your company is in competition with businesses located out of state.

Your justification must include:

- (1) A description of the product or service the company produces or provides at the training site that is sold out of state or overseas; or
- (2) the company's product or service that competes with products and/or services produced out of state or overseas; or
- (3) a discussion of how jobs for which training is proposed are being threatened by out-of-state competitors; or
- (4) a list of the company's primary out-of-state competitors.

CS APPENDIX (continued)

CERTIFICATION BY COMPANY MANAGEMENT REPRESENTATIVE

To the best of my knowledge the foregoing, and all attached documents and accompanying information accurately and correctly reflect the reasons for our participation in the ETP-funded training.

Company Name: _____

Print Name of individual signing below: _____

Title: _____
(Owner, President, Vice President, or other authorized representative)

Phone: _____

Signature: _____ Date: _____

CERTIFICATION STATEMENT (CS) (ETP100F)
for new hire and SET trainees

<i>To be completed by ETP Contractor:</i>	
ETP Contractor:	
ETP Reference Number:	
Company's California Account Number (CEAN):	
COMPANY NAME:	
STREET ADDRESS:	
P.O. BOX	
CITY:	
STATE:	
ZIP CODE:	
E-MAIL ADDRESS:	
NUMBER OF FULL-TIME COMPANY EMPLOYEES:	WORLDWIDE: IN CALIFORNIA:
TYPE OF TRAINEES: SPECIAL EMPLOYMENT TRAINING (SET) <input type="checkbox"/> NEW HIRE <input type="checkbox"/>	
UNION SUPPORT: Are company employees represented by a union? Are employees to be trained represented by a union? Identify union and local:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No _____
COMPLETE THIS SECTION FOR SET RETRAINING ONLY: COMPENSATORY NATURE OF TRAINING	
All ETP-funded training provided to company employees must comply with applicable labor laws and rules, including, but not limited to, the requirement that every trainee for whom training is mandated by the employer will be compensated for all time spent in the retraining.	
<i>Indicate the nature of training and the applicable number of trainees:</i>	
<input type="checkbox"/> <u>MANDATORY TRAINING:</u> Training is mandatory and trainees will be compensated for the time spent in training. _____ <i>Number of trainees</i>	
<input type="checkbox"/> <u>VOLUNTARY TRAINING:</u> Training is voluntary (i.e. trainees not required to attend) and meets all of the criteria specified in Section 46.6.5 of the California Division of Labor Standards Enforcement, Enforcement Policies and Interpretation Manual, for non-compensatory training . _____ <i>Number of trainees</i>	

CERTIFICATION STATEMENT (CS) (ETP100F)
(continued)

Company: _____.

The compensatory nature of training has been discussed with ETP Contractor:
☐ Yes ☐ No

COMPLETE THIS SECTION FOR SET RETRAINING ONLY
CERTIFICATION BY COMPANY MANAGEMENT REPRESENTATIVE

I certify that to the best of my knowledge, the foregoing, and all attached documents and accompanying information accurately and correctly reflect the reasons for our participation in the ETP-funded training.

Print Name of individual signing below: _____

Title: _____ Phone: _____
(Owner, President, Vice President, or other authorized representative)

Signature: _____ Date: _____

**Participating Employers in Retrainee/New Hire
Multiple Employer Contractor (MEC) Agreements
(ETP 100B)**

Contractor's Name: _____	CCG No.: ET04-0000
Reference No: _____	Page _____

PRINT OR TYPE

Company: _____

Address: _____

City, State, Zip: _____

Contact Person/Title: _____

Telephone No.: _____

Collective Bargaining Agreement(s): _____

Total # of full-time company employees worldwide: _____

Total # of full-time company employees in California: _____

Estimated # of employees to be retrained or hired under this Agreement: _____

Company:

Address:

City, State, Zip:

Contact Person/Title:

Telephone No.:

Collective Bargaining Agreement(s):

Total # of full-time company employees worldwide:

Total # of full-time company employees in California:

Estimated # of employees to be retrained or hired under this Agreement:

Company:

Address:

City, State, Zip:

Contact Person/Title:

Telephone No.:

Collective Bargaining Agreement(s):

Total # of full-time company employees worldwide:

Total # of full-time company employees in California:

Estimated # of employees to be retrained or hired under this Agreement:

CERTIFICATION AND BOARD RESOLUTION
ETP 115
EMPLOYMENT TRAINING PANEL

I hereby certify that the following is correct and that on _____
(Date)

the _____ approved the (1) Employment Training
(Name of Governing Board)

Panel's project and (2) authorizes the _____
(Position/Title)

or his/her designate to negotiate and execute an Employment Training Panel Agreement
and appropriate amendments with the State of California, Employment Training
Panel.

Signature

Name

Title

Name of Board

Consortium Accord

This agreement should include:

1. The purpose of the consortium;
2. The intentions of the parties;
3. An explanation of the relationship between the parties;
4. The responsibility of each party; and
5. The following nondiscrimination clause:

“This Agreement shall be governed by the laws of the State of California. Participating employers shall comply with the nondiscrimination provisions of California law, including Title 2, California Code of Regulations, Section 8103, and Government Code Section 12940 et seq. Participating employers have reviewed the terms and conditions contained in the ETP Agreement and agree to comply with the applicable provisions.”

Part II

Contract

Administration

10

The Monitoring Process

The first step toward a successful project is understanding the Monitoring Process. The following is an overview of the major steps in this process:

- Once the Agreement is approved, ETP send a “permission to start training” letter to the Agreement signatory as notification of the date the Contractor may begin training at their own risk.
- Prior to the beginning of training, the ETP Analyst will schedule and conduct a Start-Up meeting. This meeting brings together the Agreement signatory and/or the Contractor’s primary representative, and the individual(s) responsible for the delivery and administration of the training program.
- At the Start-Up Meeting, the ETP Analyst will use this guide to provide an overview of the monitoring process, review the Agreement, discuss recordkeeping requirements, explain the ETP’s enrollment and invoicing requirements, and discuss the ETP online systems.
- If the Contractor is not using ETP’s on-line tracking system, they must have an internal tracking system that supports the documentation on the rosters.
- Approximately 30 days after the start of training, the first monitoring visit will be conducted. Subsequent visits will be scheduled every four to five months or sooner, as needed.
- During a monitoring visit, the ETP Analyst will do any or all of the following:
 - Review the number of trainees entering, progressing through, or completing training and/or the retention period
 - For new hire training programs, determine if appropriate placement services are being provided to successful training completers as required by the contract
 - Review the training schedule
 - Review the curricula
 - Observe training in session
 - Interview trainers and trainees
 - Review recordkeeping and daily documentation of training
 - Validate invoices
 - Review subagreements to determine if all specified services are being delivered as specified in the contract

The results of the visit will be documented in a report covering all areas reviewed and will include an assessment of whether the training is meeting the Agreement specifications. If the Contractor is out of compliance, recommendations for adjustments will be made. Corrective action must be effected by the Contractor as specified in the report. A copy of the monitoring report will be sent to the Agreement signatory.

Whenever you have any difficulty meeting training performance requirements, it is imperative that you contact the ETP Analyst as soon as possible to determine the appropriate steps to remedy this situation, or any non-compliance issues.

Administration & Training Documentation

1. Authorization Signatures (ETP 80) Form

This document identifies all individuals authorized by the Agreement signatory to sign and receive ETP documents and forms on his behalf for the processes specified on the form. For Amendment requests, authorized individuals can sign the request; however, the final approval of the Amendment must be signed by the signatory.

2. Training Schedule

A training schedule must be in place at the start of training and a copy must be submitted to ETP. It should include both a detailed roll out schedule for at least the first six months of training by types of training and job groups, and a summary roll out schedule for the remainder of the term of the Agreement. The training schedule must be maintained current and updated periodically, subject to review and approval of the ETP Analyst. If there are any changes, a revised training schedule must be submitted to ETP. (Reference: Title 22 California Code of Regulations, Section 4441.5)

When scheduling training, it is critical to consider that the post-training employment retention period must be completed within the term of the Agreement.

3. Documentation of Class/Lab Training Hours

All class/lab training hours provided to trainees must be documented. Title 22, California Code of Regulations, Section 4442(b), requires that all class/lab training records shall be completed daily and contain the following:

- Date training occurred
- Curriculum topic(s)
- Number of training hours provided (excluding meal breaks)
- Location of Video Conferencing training
- Trainer(s) name(s) - typed or clearly printed

For Daily Rosters

- Trainer's signature(s) name signed daily
- Trainee's signatures signed daily and name(s) - typed or clearly printed

For Multiple Dates Rosters

- Trainee(s) name(s) – typed or clearly printed
- Trainees' signatures – name signed on the first day of training for each type of training
- Trainee's initials – on the first day and subsequent days of training for each type of training

If completed correctly, the sample rosters shown on this section will contain all the information required by ETP to justify the provision of training. **If you plan to use a different roster, it must be submitted to the ETP Analyst for approval prior to its use.**

Administration & Training Documentation (continued):

4. Documentation of Computer-Based Training (CBT)

All CBT records shall be maintained by job number and contain the following elements in accordance with Title 22, California Code of Regulations, Section 4442 (c):

- Date system was last accessed for a specific course;
- Type of training and course title – as identified in the approved curriculum;
- Number of hours designated to complete a course;
- Percentage of course completed;
- Trainee Name – typed or clearly printed;
- Trainee's signature verifying course was completed; and
- Signature of an authorized employer representative, verifying trainee competency attainment in the specified course at the completion of the course.

CBT documentation is different than Class/Lab documentation. CBT tracks the completion of modules not the time spent completing the modules.

5. Tracking Trainee's Progress

The Contractor must track each trainee's status during the duration of the Agreement. The items to be tracked should include:

- Name and Job number of each trainee who started training
- Type of training and course title
- Training date and the number of hours provided
- Actual training hours attended by each trainee.

It is recommended that a trainee's progress be tracked utilizing a computer generated spreadsheet. For your convenience, ETP has developed an online class/lab tracking system, which is available on the Internet at no cost to the Contractor. If interested, your ETP Analyst will provide you a password and information on how to access the system.

For variable reimbursement projects, it is mandatory to use the ETP Online Class/Lab tracking system for both Class/lab and CBT.

6. Audits

Each year, the ETP Audit Unit selects a sample of completed projects for audit in accordance with the Government Auditing Standards. This is conducted anytime up to four years from the date of termination of the Agreement, or three years from the date of the last payment by ETP to the Contractor, or three years from the date of resolution of appeals, audits, claims, exceptions, or litigation, whichever is later. All records must be retained within the control of the primary Contractor and be available for review at the Contractor's place of business within the State of California. For a complete list of documents that should be available for audit, you can request a copy from your ETP Analyst.

ETP
EMPLOYMENT
TRAINING
PANEL

106

**INSTRUCTIONS FOR COMPLETION AND SUBMISSION OF THE
AUTHORIZATION SIGNATURES (ETP 80)**

Contractor: Enter the Contractor's name exactly as shown on page 1 of the Agreement.
Agreement #: Enter the Agreement number as shown on page 1 of the Agreement.

Certification & Enrollment

Mailing Information: Enter addressee name, business name, mailing address and phone # where certification and enrollment documents are to be mailed.
Alternate Contacts: Enter the name(s) and phone #(s) of alternate individual(s) to contact regarding ETP certification and enrollment documents.

Fiscal: All fiscal documents and correspondence will be sent to the address in the Agreement.

Name: Enter the name(s) and phone # of individuals authorized to sign and receive fiscal documents and written correspondence (cannot be subcontractor).
Signature: The signature of the individual(s) named.

Agreement - Amendment / Modification

Name: Enter the name(s) of the individuals(s) authorized to request amendments/modifications to the Agreement (cannot be subcontractor).
Title: Enter the title of the individual(s) named.
Signature: The signature of the individual(s) named.

Contractor's Authorization

Name: Print the full name of the signatory to this Agreement.
Signature: Signature of the individual named.
Date: The date form signed.

Submission of ETP 80

The Original Submission:

The completed ETP 80 must be provided to the ETP Analyst.

Revised ETP 80:

When submitting a revised ETP 80:

Name all current authorized personnel.

a. Only signatures of new individuals are required.

b. Write name and "Signature on file" for remaining authorized personnel.

c. Signatory must sign & date.

The completed ETP 80 provided to the ETP Analyst will be forwarded to the Certification and Enrollment unit to be kept on file.

DAILY ATTENDANCE ROSTER

Contractor Name:			Agreement No.:
Training Date:		Training Site:	Start Time: End Time:
Type of Training/Course Topic			Class/Lab Hours

No.	Job No.	Trainee Name (print or type)	Trainee Signature or Leave Blank for Excused Absence (ink preferred)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

Print Instructor Name & Company Name if training subcontractor:	
Instructor Signature:	

NOTE: ETP does not reimburse for lunch periods or travel.
(VSA Roster Rev. 7/13/98)

CLASS TRAINING ROSTER (Multiple Dates)

Agreement No.: _____

Contractor: _____

TYPE of training: _____

JOB NO	TRAINEE NAME	TRAINEE SIGNATURE <i>(Trainee signs <u>only once</u>, on first day of training.)</i>	HOURS/MINUTES of class meeting :									
			CLASS MEETING DATES:									
			TRAINEE INITIALS: <i>Trainee must initial below on each date they attend training:</i>									

Trainer completes all information below prior to submitting this roster:

COURSE TITLE(s) <i>List each training course that Trainer will provide.</i>	TRAINER NAME <i>Print or type name.</i>	TRAINER SIGNATURE <i>Trainer signs <u>only once</u>. This signature covers all training courses identified sequentially on the roster as being provided by that Trainer.</i>	DATE

Class.roster
02/00

Administration & Training Documentation (continued)

Computer-Based Training (CBT) Attendance Roster (09/03 Rev.)

Contractor Name: _____

Agreement #: _____

Job #: _____

Type of Training: (per Chart 1)					
Required CBT Hours: (per Chart 1)					
Trainee Name	Course(s) Completed	Total Hours To determine, add the "Standard Hours to Complete Course" for all courses identified in "Course(s) Completed" column	% of Required Hours Completed To determine, divide hours in "Total Hours" column by the "Required CBT Hours"	Date Completed	Trainee Signature: <i>By my signature, I certify that I have completed the CBT course(s) as identified.</i>
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Course Title -and- (Standard Hours to Complete Course) <i>Standard Hours to Complete Course = course hours identified in the curriculum</i>		
a)	i)	q)
b)	j)	r)
c)	k)	s)
d)	l)	t)
e)	m)	u)
f)	n)	v)
g)	o)	w)
h)	p)	x)

Authorized Employer Signature:	Date:
<i>By my signature, I certify that these trainees have achieved competency in the skills covered by the identified training.</i>	

COMPUTER-BASED TRAINING (CBT) ATTENDANCE ROSTER INSTRUCTIONS

Form use:

- This form is a CBT attendance record used to record trainees completion of CBT courses and to certify trainee competency in the skills covered by the identified training course.
- This form must be kept on-site by the contractor, and it must be available to ETP Staff as needed.
- Contractor is responsible for maintaining sufficient documentation (i.e. computer/software generated reports, manual login/logout sheets, proof of course completion) to substantiate that training has been provided as indicated on the CBT Roster. This documentation must be made available for ETP staff as needed.

Signatures:

- Trainee signature and date must be provided (in ink) to certify that the identified training has been completed as indicated.
- Authorized employer signature and date must be provided (in ink) to certify that training has been completed, and trainees have acquired competencies in the skills covered by the training.

Complete the form in the following manner:

Enter: - **Contractor Name**
- **Agreement Number**
- **Job Number** - This form is to be used for a single Job. It may not be used for multiple Job Numbers.

Enter: - **Type of Training** - as identified on Chart 1 (e.g., Computer Skills)
- **Required CBT hours** - as identified on Chart 1.

Enter: - **Trainee Name**
- **Course(s) Completed** - Using the letter assigned to each course in the "Course Title" section, identify each course (by letter) that a trainee has completed.
- **Total Hours** - to determine, add the "*Standard Hours to Complete Course*" for all courses identified in the "Course(s) Completed" column. (*Standard Hours to Complete Course* = number of course hours identified in curriculum.)
- **% of Required Hours Completed** - To determine, divide hours in "Total Hours" column by the "Required CBT Hours"
- **Date Completed** – the date that all training is completed.
- **Trainee Signature** – certifying identified training course(s) have been completed

Enter: - **Course Title** -and- (*Standard Hours to Complete Course*) – list each course (letter each course). Next to each course title, identify the *Standard Hours to Complete the Course* (number of hours identified in the curriculum). For example: PowerPoint (2 hrs). If you need more space, attach a separate paper.

Enter: **Authorized Employer Signature and Date** - certifying trainees have attained competency in the skills covered by the training.

Administration & Training Documentation (continued)

Computer-Based Training (CBT) Attendance Roster (09/03 Rev.) For Variable Reimbursement Projects

Contractor Name: _____

Agreement #: _____

Job #: _____

Type of Training: (per Chart 1)	
------------------------------------	--

Trainee Name	Course(s) Completed	Total Hours To determine, add the "Standard Hours to Complete Course" for all courses identified in "Course(s) Completed" column	Date Completed	Trainee Signature: <i>By my signature, I certify that I have completed the CBT course(s) as identified.</i>
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Course Title -and- (Standard Hours to Complete Course) <i>Standard Hours to Complete Course = course hours identified in the curriculum</i>		
a)	j)	s)
b)	k)	t)
c)	l)	u)
d)	m)	v)
e)	n)	w)
f)	o)	x)
g)	p)	y)
h)	q)	z)
i)	r)	aa)

Authorized Employer Signature:	Date:
<i>By my signature, I certify that these trainees have achieved competency in the skills covered by the identified training.</i>	

COMPUTER-BASED TRAINING (CBT) ATTENDANCE ROSTER
For Variable Reimbursement Projects
INSTRUCTIONS

Form use:

- This form is a CBT attendance record used to record trainees completion of CBT courses and to certify trainee competency in the skills covered by the identified training course.
- This form must be kept on-site by the contractor, and it must be available to ETP Staff as needed.
- Contractor is responsible for maintaining sufficient documentation (i.e. computer/software generated reports, manual login/logout sheets, proof of course completion) to substantiate that training has been provided as indicated on the CBT Roster. This documentation must be made available for ETP staff as needed.

Signatures:

- Trainee signature and date must be provided (in ink) to certify that the identified training has been completed as indicated.
- Authorized employer signature and date must be provided (in ink) to certify that training has been completed, and trainees have acquired competencies in the skills covered by the training.

Complete the form in the following manner:

Enter: - **Contractor Name**
- **Agreement Number**
- **Job Number** - This form is to be used for a single Job. It may not be used for multiple Job Numbers.

Enter: - **Type of Training** - as identified on Chart 1 (e.g., Computer Skills)

Enter: - **Trainee Name**
- **Course(s) Completed** - Using the letter assigned to each course in the "Course Title" section, identify each course (by letter) that a trainee has completed.
- **Total Hours** - to determine, add the "*Standard Hours to Complete Course*" for all courses identified in the "Course(s) Completed" column. (*Standard Hours to Complete Course* = number of course hours identified in curriculum.)
- **Date Completed** – the date that all training is completed.
- **Trainee Signature** – certifying identified training course(s) have been completed

Enter: - **Course Title -and- (Standard Hours to Complete Course)** – list each course (letter each course). Next to each course title, identify the *Standard Hours to Complete the Course* (number of hours identified in the curriculum). For example: PowerPoint (2 hrs). If you need more space, attach a separate paper.

Enter: **Authorized Employer Signature and Date** - certifying trainees have attained competency in the skills covered by the training.

12

ETP Online System (www.forms.etp.ca.gov)

The ETP Online System is an interactive site for submitting forms, viewing reports, and doing different ETP processes over the Internet. The ETP Analyst will provide information to access the system, including username and password. ETP uses a Secure Sockets Layer (SSL) Encryption Technology on the ETP forms and reports to insure that the information entered online will not be compromised. The data entered on our system is encrypted while in transit from the Contractor's computer to our servers.

To ensure optimal performance with the ETP system, we only allow Netscape Navigator 3.0 or higher and Internet Explorer 4.0 or higher browsers. ETP also recommends that the ETP website is viewed with a display capable of 800x600 resolution. There are several internet settings ETP recommends to ensure the strongest security on your web browser. Additional information regarding Browser Configuration is available on our website.

You will be able to access the system once you receive your username and password. To change the password provided by ETP staff, there is a "Change Password" feature under the FORMS menu.

Once the Agreement is approved by the Panel, you will receive five copies of the Agreement. The five copies must be signed by the Signatory and returned to ETP before the Agreement can be executed. Until the five signed copies of the Agreement have been returned to ETP, you will not be able to certify or enroll trainees. Further, you will not be able to submit invoices until the Agreement has been executed.

IMPORTANT: If you have any questions regarding the Agreement, you must contact the ETP Analyst assigned to your contract either by phone or by selecting the "Email Us" feature on the ETP Online Main Menu.

TRAINEE AUTHORIZATION FOR ON-LINE ENROLLMENT

All trainees participating in the ETP training program must read and sign a Trainee Authorization form before they can be officially certified and enrolled in the training project. This authorization provides ETP permission to access trainees' confidential Unemployment Insurance information and employer reported wage data from the Employment Development Department (EDD). Any funds invoiced and issued for a trainee who has not agreed to the terms specified in the Trainee Authorization form must be returned to ETP as unearned monies with any applicable interest. For audit purposes, Trainee Authorizations must be maintained in either electronic or paper form by the Contractor for four (4) years after the end term of the Agreement or three (3) years from the date of the last payment by ETP to the Contractor, or the date of resolution of appeals, audits, claims, exceptions, or litigation, whichever is later.

There are two ways of providing a Trainee Authorization:

- 1) Trainee signs and submits a Trainee Authorization (ETP 104Auth) form to the Contractor. The signed form is kept on file and available for review by ETP staff. The ETP 104Auth form is available online with versions in English, Spanish, and Chinese, by selecting "Miscellaneous" under the "FORMS" menu.

ETP Online System (continued):

- 2) In lieu of a printed ETP 104Auth, trainees who have access to a secure email system may complete an Electronic Trainee Authorization (ETP 104E-Auth) and submit their authorization via email.

CONTRACTOR INSTRUCTIONS

- Contractor sends the complete text of the ETP 104E-Auth form to each trainee via a secure email system. Contractor may NOT change the text of the ETP 104E-Auth form without the written consent of ETP.
- Each trainee reads the ETP 104E-Auth and responds by email to indicate that he/she agrees with the terms of the authorization. Trainee's email response should include: name; Social Security Number; response date; and "I agree" or "I disagree".
- Contractor files all authorized emails in a folder within their system. Contractor must be able to provide ETP an electronic list of valid email responses at any given time.
- ETP reserves the right to request a hard copy of Trainee Authorizations or to review the email folder to ascertain the validity of authorization for any trainee.
- For audit purposes, Trainee Authorizations must be maintained in either electronic or paper form by the Contractor for four (4) years after the end term of the Agreement or three (3) years from the date of the last payment by ETP to the Contractor, or the date of resolution of appeals, audits, claims, exceptions, or litigation, whichever is later.

Contractor _____
No. _____

ETP Agreement

TRAINEE AUTHORIZATION FOR ON-LINE ENROLLMENT

• **INSTRUCTIONS FOR THE CONTRACTOR**

All trainees participating in the ETP training program must read the following Authorization and sign below before they can be officially enrolled.

• **TRAINEE AUTHORIZATION**

I hereby authorize the Employment Development Department (EDD) to release to the Employment Training Panel (ETP), Unemployment Insurance (UI), and employer reported wage data contained in my records. This authorization, in connection with the State-funded ETP Agreement, allows EDD:

- to release, upon request during the term of this agreement, any necessary information to confirm the Contractor's compliance with the requirements of this Agreement, and
- to disclose any data required for certification and employment verification, including personal data requested which is necessary for the purposes of any and all statistical studies (which will not identify individual information) concerning ETP training, within seven (7) years after the date I signed this authorization.

I also authorize any and all employers I am employed with during the term of this agreement, to release to the Contractor or the ETP, upon request, any necessary information to confirm the Contractor's compliance with the requirements of this Agreement. For audit purposes, this authorization must be maintained by the Contractor for four (4) years after the end term of the Agreement or three (3) years from the date of the last payment by ETP to the Contractor, or the date of resolution of appeals, audits, claims, exceptions, or litigation, whichever is later.

To the best of my knowledge, I certify all data supplied by me is true and complete. I understand the data requested is confidential and is protected by the Information Practices Act of 1977 and the Federal Privacy Act of 1974. I have the right to inspect my personal data by submitting a written request and proper identification to: Employment Training Panel, Assistant Director of Administration, 1100 J Street, 4th Floor, Sacramento, CA 95814.

<u>PRINT</u> TRAINEE NAME	TRAINEE SSN	TRAINEE SIGNATURE AND DATE

ETP 104AUTH (3/00)

ETP 104 ELECTRONIC TRAINEE AUTHORIZATION

- 1) Select “reply to this e-mail”.
- 2) Read the following authorization statement.
- 3) At the bottom of this authorization statement, enter required data (name; Social Security Number; response date; “I agree” or “I disagree”).

I hereby authorize the Employment Development Department (EDD) to release to the Employment Training Panel (ETP), Unemployment Insurance (UI) and employer reported wage data contained in my records. This authorization, in connection with the State-funded ETP Agreement, allows EDD to:

- a) release, upon request during the term of this Agreement, any necessary information to confirm the Contractor’s compliance with the requirements of this Agreement, and
- b) to disclose any data required for certification and employment verification, including personal data requested which is necessary for the purposes of any and all statistical studies (which will not identify individual information) concerning ETP training, within seven (7) years after the date I submit this authorization.

I also authorize any and all employers I am employed with during the term of this Agreement, to release to the Contractor or the ETP, upon request, any necessary information to confirm the Contractor’s compliance with the requirements of this Agreement. For audit purposes, this authorization must be maintained in either electronic or paper form by the Contractor for four (4) years after the end term of the Agreement or three (3) years from the date of the last payment by ETP to the Contractor, or the date of resolution of appeals, audits, claims, exceptions, or litigation, whichever is later.

To the best of my knowledge, I certify all data supplied by me is true and complete. I understand the data requested is confidential and is protected by the Information Practices Act of 1977 and the Federal Privacy Act of 1974. I have the right to inspect my personal data by submitting a written request and proper identification to: Employment Training Panel, Assistant Director of Administration, 1100 J Street, 4th floor, Sacramento CA 95814.

TRAINEE NAME:
TRAINEE SOCIAL SECURITY NUMBER:
RESPONSE DATE:
RESPONSE:
 (“I agree” or “I disagree”)

ETP 104E-AUTH (9/03)

ETP ONLINE PROCESSES

From the ETP Online main menu, click on “FORMS” to access the different ETP processes:

A. CERTIFICATION

Prior to enrollment, the following trainees must be certified online by completing the following electronic forms:

- **ETP 83** - For Retraitees whose hire date is less than 90 days prior to the start of training
- **ETP 82** – For Small Business Owner training
- **Unemployed** – For New Hire projects

Within two working days from the entry date, you can view eligibility status of the certified trainees on the “REPORTS” menu by selecting “ETP 82 Listing”, “ETP 83 Listing”, or “Trainee Certification” for New Hire Projects.

B. CERTIFICATION STATEMENT (CS)

All participating employer must be approved by ETP before their employees/trainees can be enrolled online. For eligibility determination, a Certification Statement (CS) must be completed by the participating employer and the CS information entered on the following electronic forms:

- **ETP 100E** – For Retraitees (prior to enrollment)
- **ETP 100F** – For Welfare to Work and SET (prior to enrollment)
For New Hire (prior to submission of final payment)

Once the CS information is entered online, an alert will show on the system if the proposed participating employer is approved. All Certification Statements entered online must be kept on file at the Contractor’s facility and are subject to review by ETP staff.

The system will also show if substantial contribution will be assessed to the participating employer. If you disagree with the substantial contribution, you need to contact your ETP Analyst as soon as possible and provide information why a substantial contribution should not be assessed.

If the CS is not approved online, the ETP Analyst will automatically be notified and he/she will get in touch with you to request additional information to justify the data submitted (i.e. high turnover rate, percentage of out-of-state competition, union support letter).

Until the CS for a potential participating employer has been approved by ETP, you may not be eligible for reimbursement for training provided to any employee of the company. Any training provided prior to the approval of the CS will be at your own risk.

C. ENROLLMENT

Enrollment is the process of submitting information online for trainees participating in the Agreement. A trainee is eligible to be enrolled at the start of training, but should be enrolled once the number of class/lab, videoconference, and CBT hours listed in Chart 1, Column 10, of the Agreement have been completed.

ETP Online System (continued):

Prior to enrollment, you are required to enter the trainee's workplace on the 'Workplace Address' Form under the "FORMS" Menu. At enrollment, you will be required to pick the appropriate location for each trainee.

For your convenience, ETP has provided an Enrollment Data Collection form (ETPENR) as a helpful sheet to collect enrollment information from your trainees. The fields appear in the same order as the enrollment screen to aid in data entry speed. You can only edit trainee information within 30 days of enrollment. Changes beyond this time frame must be requested to your ETP Analyst in writing. Once a trainee is enrolled, requests for changes to a trainee's occupation and/or job number must be discussed with the ETP Analyst.

Enrollment Limitations:

- A trainee cannot be enrolled in the same job number more than once within the same project.
- A trainee can be enrolled in another job number within the same project, but only after final reimbursement has been approved for the trainee on the original job number.
- Concurrent enrollments are not allowed. (Trainees cannot be enrolled in more than one Agreement or Job number at the same time.)
- Job number changes are not allowed on variable reimbursement projects.

Trainee listing by job number can be viewed online by selecting "Trainee Status" under the "REPORTS" menu. All information entered for each trainee during enrollment, including reimbursement and trainee status can be viewed on this report.

D. **DROP**

Enrolled trainees who did not complete the requirements of the Agreement must be dropped online. If a trainee for whom you have received progress payments is dropped, the ETP system will subtract the reimbursement amount from your next invoice. The list of pending drops to be adjusted on the next invoice can be viewed online by selecting "Pending Drops" under the "REPORTS" menu.

E. **PROGRESS PAYMENTS**

You may submit an invoice for progress payments as the trainees meet the performance benchmarks specified in the Agreement. Refer to Columns 10 through 12 of Chart 1, Exhibit A, of the Agreement to determine the reimbursement amount and performance to be met for each progress payment. There is a limit of one progress payment within a 15 calendar day period.

- PAY 1 (Column 10): Upon completion of the required training hours for enrollment.
- PAY 2 (Column 11): Upon completion of the total class/lab, VC, and CBT training hours.
- PAY 3 (Column 12): For New Hire projects only (reimbursable upon placement of trainees in employment with qualified employers).

A listing of all invoices submitted online, including the approved date and amount paid, can be viewed online by selecting "Invoice Status" under the "REPORTS" menu.

F. FINAL PAYMENT

After the trainee completes training and retention period, and meets all other criteria set forth in the Agreement, you are eligible to receive the per trainee final payment amount shown in Column 13, Chart 1, of the Agreement. Only trainees who have been invoiced for Progress Payments will appear on the Final Payment screen. There is a limit of one final payment invoice within a 30 calendar day period.

To assist the ETP Fiscal Unit in the timely processing of final payment invoices, you may want to submit with your invoice one of the following:

- DE-6 Quarterly Report of Wages - Copies of the DE-6 for the quarter which includes the payroll period immediately after the employment retention period, or
- Payroll Records - Copies of payroll ledgers, time sheets, or personnel records which verify the wages received for the payroll period immediately after the retention period, or
- Check Stubs - Copies of payroll check stubs or remittance advice which verify the wages, hours and rate after the employment retention period.

Within 30 days after the end term of your Agreement, all active trainees must either be dropped or placed on the ETP online system. To change the status to “placed”, a final invoice must be submitted for the remaining active trainees who completed all the Agreement requirements.

All payments received for trainees who did not meet the requirements under the Terms and Conditions of the Agreement shall be considered unearned and must be returned to ETP with statutory interest.

Considerations For Final Payment:

1. SPECIAL REVIEW - This option in the Final Payment Process will provide a tool for Contractors to submit verifiable information directly to the Fiscal Unit regarding trainees who may qualify for reimbursement based on special circumstances allowed in ETP policies or regulations, but do not meet standard performance criteria to qualify for immediate payment online.

If a trainee is rejected for final payment, but you feel that the trainee is qualified for payment based on special circumstances, you need to do the following steps:

- Select the Special Review option in Step 3 of the Final Payment process online.
- Notify the Fiscal Unit of the facts that support your request for special review.
- Specify a contact person and a phone number for possible follow-up questions.
- Complete a check box to indicate that additional documentation will be submitted to support your request for special review.

ETP will send a written notice of determination within 30 days upon submission of the information online. Payments for trainees approved for reimbursement will be manually added to the next available Final invoice. If additional documentation is provided, notice of ETP determination will be provided within 30 days of receipt of the information.

ETP Online System (continued):

Trainee status submitted for special review can be viewed online by selecting “Special Review Listing” under the “REPORTS” menu.

2. **VOLUNTARY TERMINATION** – This regulation provides for reimbursement to contractors under specified conditions where a trainee voluntarily terminates his/her employment after completing training, but before the end of the retention period. Trainee must complete a new employment retention period specified in the agreement with the subsequent single employer and retention must be completed within the contract term. Retention period cannot be combined with multiple employers (e.g., 40 days with employer A and 50 days with employer B). Employment with the subsequent employer need not begin immediately after the voluntary termination.

To request final reimbursement under this regulation, the Contractor must submit a Voluntary Termination Certification (VTC) for each affected trainee with a request for payment to the ETP Fiscal Unit:

- On the VTC, trainee must certify that he/she voluntarily left employment and must contain, at a minimum the following information: name, Social Security Number, date trainee completed training, and date of voluntary termination. The VTC must also include the signature of the original employer certifying that the information provided is true and accurate.
- If available, the VTC should also include other applicable information such as the name and address of the new employer; and the trainee’s occupation with the new employer.
- If the trainee’s signature was not obtained, submit a VTC certifying that the trainee voluntarily left employment with a brief explanation of the circumstances involved and include the minimum information specified above. If available, include a copy of a resignation document or personnel action form documenting the voluntary termination.
- For trainees who have a break in employment before completing the retention period, due to FMLA or an AOG, you need to inform the ETP Fiscal Unit of the circumstances in writing.

EMPLOYMENT TRAINING PANEL TRAINEE RECORD (ETP 104)

Enrollment Data Collection Form

AGREEMENT NUMBER

--

Training Agencies/Consortia
(Retrainees Only)

1. California Employer
Account Number (CEAN)

CONTRACT SECTION

2. DATE HIRED

3. DATE TRAINEE
BEGAN TRAINING

4. JOB
NO.

5. SITE NO.

6. WORK PLACE ADDRESS

Street Address:

City:

State:

Zip:

APPLICANT (TRAINEE) SECTION

1. APPLICANT (Trainee) NAME

1a) Last Name

1b) First Name

1c) Middle Initial

2. ETHNICITY

Please Check 1

☐ Asian ☐ Native American
☐ Black ☐ Pacific Islander
☐ Filipino ☐ White
☐ Hispanic ☐ Other

3. EDUCATION

Please Check 1

☐ Eighth Grade or Less
☐ Some High School
☐ High School Graduate
☐ GED
☐ Some College
☐ College Graduate
☐ Post-College Graduate

4. SEX

☐ Female
☐ Male

(Optional
Field)
5. MARRIED

☐ Yes
☐ No

(Optional Field)
6. VETERAN

☐ Yes
☐ No

(Optional Field)
7. DISABLED

☐ Yes
☐ No

(Optional Field)
8. PUBLIC AID
RECIPIENT

☐ Yes
☐ No

9. HOURLY
WAGE

10. SOCIAL SECURITY NUMBER

11. ZIP CODE

12. DATE OF BIRTH

Month Day
Year

Amendments and Modifications

As training is implemented, it may become necessary to revise certain components of the Agreement. Any proposed changes to your Agreement must be discussed with the ETP Analyst, who will provide technical assistance on the amendment/modification process.

The “Amendment/Modification Instructions” on page 77 shows a listing of documents that must be submitted to ETP with your revision request. You must receive written approval from ETP before any Agreement change may be implemented. Any changes implemented without ETP approval are at your own risk and any costs attributable to the training activities will be your liability until the Amendment has been executed.

ETP will **not approve substantive retroactive** Amendment requests.

Due to several Amendment restrictions on variable reimbursement projects, any proposed changes for this type of project must be discussed with the ETP Analyst.

An original signed Amendment/Modification Request (ETP 301C) form must be submitted to the Manager of the field office assigned to handle your contract.

Ruby Cohen, Manager
1100 J Street, 4th Floor, Sacramento, CA 95814

Creighton Chan, Manager
177 Bovet Road, Suite 180, San Mateo, CA 94402

Dolores Kendrick, Manager
4640 Lankershim Blvd., Suite 311, North Hollywood, CA 91602

Diana Torres, Manager
5333 Mission Center Rd., Suite 300 San Diego, CA 92108

STATE OF CALIFORNIA EMPLOYMENT TRAINING PANEL
AMENDMENT/MODIFICATION REQUEST

- (1) Agreement No. _____
- (2) Contractor _____
- (3) Address _____
- (4) City, State, Zip _____
- (5) Phone No. _____
- (6) Requested by (Name/Title) _____
- (7) Signature/Date _____

A request to both (1) add new trainees -and- (2) increase the dollar amount of the Agreement may not be implemented prior to approval by the Employment Training Panel. Any other changes implemented prior to approval by the Employment Training Panel will be at the Contractor's risk. Any costs attributable to the training activities, which are incurred by you, by your vendors, and/or by your subcontractors during this period are your liability until the Amendment has been executed.

REVISION NO. 1

JUSTIFICATION FOR REVISION NO. 1

REVISION NO. 2

JUSTIFICATION FOR REVISION NO. 2

FOR ETP USE ONLY

Date Received _____ Modification # _____

Effective Date _____ Approved _____ Denied _____

Manager's Signature/Date _____

ETP 301C (03/03)

AMENDMENT/MODIFICATION REQUEST CONTRACTOR INSTRUCTIONS
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1. Complete items No.1 through 7.

NOTE: Item No. 6 must be completed by an individual identified on the Authorization Signatures (ETP 80).

2. Enter each requested revision and a corresponding justification (attach additional pages as needed).

3. IF THE REQUESTED CHANGES AFFECT ANY OF THE FOLLOWING, TAKE THE ACTION INDICATED:

- ♦ **Chart 1** - copy Chart 1 from your executed or amended Agreement. Edit the Chart to show the changes and attach a copy of the edited Chart 1 –or- you may complete and attach an ETP006 Training Plan Worksheet to indicate the changes.
 - ♦ **Curriculum** - attach a copy of the entire curriculum, including all revisions.
 - ♦ **Additional Types of Training (for single employer contracts only)** - when adding new Types of Training, submit (on company letterhead) an explanation of how the new training supplements, rather than displaces, training that would normally be provided by the company.
 - ♦ **Additions to the curriculum or training locations (for a training agency only)** – submit a copy of the approval documents from the Bureau for Private Postsecondary and Vocational Education (BPPVE).
 - ♦ **Increase the number of trainees** - attach a revised training schedule identifying how training and the retention period will be completed during the term of the Agreement.
 - ♦ **Decrease/delete training hours** – the justification must explain how the amended hours are sufficient for trainees to obtain the skills they need for the company to meet the intent of the original Training Plan.
 - ♦ **Union** – If trainees are represented by a union, submit a letter of concurrence from the union supporting the requested changes.
 - ♦ **Change in Agreement Signatory** – attach a completed Authorization Signatures (ETP 80) with original signatures.
4. Send a copy of your request with an original signature to the ETP Manager.

Appeal Procedure

You may appeal any adverse staff decision made on behalf of the Panel within 30 days following receipt of written notice of the decision. All appeals must be filed in writing with the Executive Director and sent to the Panel's Sacramento Central Office.

1. A Contractor may appeal an adverse staff decision by notifying the Executive Director of its intent to appeal. The Notice of Intent to Appeal shall be in writing and submitted within 30 days following receipt of the written notice of staff's decision.
2. The formal appeal shall be submitted to the Executive Director within 30 days of filing the Notice of Intent to Appeal and shall include the following:
 - a) A statement setting forth the facts at issue and all evidence supporting the appeal, and
 - b) An original and two copies of all materials and evidence supporting the appeal. This documentation must be tabbed, numbered, and indexed.
3. The Executive Director shall respond to the appeal in writing within 60 days of receipt of the Contractor's written appeal.
4. Contractor may appeal the Executive Director's decision. Such appeal shall be submitted to the Panel at the Sacramento Central Office address and be directed to the Panel Chairman within 10 days following receipt of the Executive Director's written decision.
5. Within 45 days following receipt of Contractor's appeal, the Panel shall take one of the following actions:
 - a) Refuse to hear the matter, giving the appellant written reasons for the denial; or
 - b) Conduct a hearing and affirm, modify or reverse the Executive Director's decision; or
 - c) Delegate the authority to consider the appeal to a subcommittee; or
 - d) Contract with another State agency to consider the appeal.
6. Following receipt of the Panel's written decision, Contractor may request judicial review of the Panel's decision in Superior Court. The request must be initiated within 60 days from the date of receipt by the Contractor of the Panel's decision. If the Contractor does not request such a review within the 60 days period, the decision of the Panel is then final and no further review is available to Contractor.

The time limits specified above may be adjusted or extended by the Panel Chairman for good cause.

(Authority: Section 10205(k), Unemployment Insurance Code)